

# **REQUEST FOR PROPOSAL**

## **Boulder County Fairgrounds Farmers Market Shelter and Arbor Construction**

**RFP # 5627-12**



**SUBMITTAL DUE:  
Friday, March 16, 2012  
2:00 p.m. MST**

**2025 14<sup>TH</sup> STREET  
BOULDER CO 80302**

[Purchasing@bouldercounty.org](mailto:Purchasing@bouldercounty.org)

## REQUEST FOR PROPOSAL

The Boulder County Parks and Open Space Department, Recreation and Facilities Division, is seeking proposals from qualified contractors for construction services for the Boulder County Farmers Market Shelter and Arbor Construction, located at the Boulder County Fairgrounds, 9595 Nelson Road, Longmont, Colorado, 80501.

The selected contractor will be required to enter into a Contract for Services and, if required, submit a payment bond and a performance bond for the project in a penal sum equal to the nearest integral \$100.00 in excess of the estimated Contract price. The County reserves the right to withhold a retainage of ten percent (10%) on any or all payments until all of the work is accepted by the County. Boulder County insurance requirements, as specified in the attached sample contract, will apply. Contractors who are unable to meet insurance requirements may not be considered.

**A mandatory, pre-bid meeting will be held on, Wednesday March 7, 2012, at 9:00 a.m. at the Fairgrounds Farmers Market Plaza in the north parking lot.** The meeting will last approximately one (1) hour. Contractors will be held to have personally inspected and to have become familiar with the character of this project. **Proposals from firms not represented at the mandatory, pre-bid meeting will not be accepted.**

All inquiries regarding the RFP document and scope of work shall be submitted via email to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) by 2:00p.m. MST Thursday, March 8, 2012. All response from the County to all inquiries shall be sent via email no later than close of business, Friday, March 9, 2012.

### **Submittal Instructions:**

**Proposals are due at the Administrative Services Front Desk or the email box listed below (preferred), for time and date recording on or before 2:00 p.m. MST Friday, March 16, 2012.**

Your response can be submitted in the following ways. Please note that e-mail responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity and responses must be submitted in a single email with one attachment. Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email.

**E-Mail** [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as RFP #5627-12 in the subject line.

-OR-

**US Mail** Two (2) unbound copies of your proposal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as

RFP # 5627-12, and delivered to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Offeror to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The Board of County Commissioners reserves the right to reject any and all RFP's, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

**Americans with Disabilities Act (ADA):**

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3508 at least 48 hours before the scheduled event.

**TERMS AND CONDITIONS**

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer shall furnish the information required in the proposal.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Bids, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of proposers to insure that the RFP arrives in the office of the County Purchasing Agent prior to the time indicated in the "Request for Proposal."

8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid and any resulting contract shall be clearly stated in the RFP itself. Any restrictions on the use or inspection of material contained within the RFP and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a bid, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.

## **SPECIFICATIONS**

**RFP #5627-12**

**Boulder County Farmers Market Shelter and Arbor Construction**

### **Scope of Work**

Work to be done per engineer's plans prepared by Cairole Woodward, Samson Engineering, dated February 15, 2012, and Detailed Grading Plan C1 and Notes, and Details C2 prepared by The Sanitas Group dated December 14, 2011.

Contractor will construct the arbor. Install shelter footings or micropile footings for the shelter, pour concrete with reinforcing steel under and around the shelter, form and pour concrete curb and gutter and chase drain extensions, and form and pour handicap ramp on north side of shelter pad and construct the shelter.

Drawings, details, specifications and a sample contract are attached.

### **Tasks and Deliverables by Phase**

#### **Project Phases**

The project has been divided into a series of four (4) phases.

#### **Phase I – Arbor Construction (see sheet A1, A2 & A4)**

1. Install eight - Simpson ABU88R Adjustable and Standoff Post Bases powder coated with Cardinal color T241-BK59 black texture semi-gloss. Secure to each post with 18 – hot dipped galvanized 16d nails. Secure to concrete with 2 - 5/8” dia. anchors.
2. Install eight – 8” x 8” x 8’ rough sawn posts #2 or better spruce-pine from local sawmill. Treated with ACQ (Alkaline Copper Quaternary).
3. Install 8” x 8” beams secured with Simpson 1212HTPC strap ties beam to column connection, powder coated black by Simpson, one each side of post with 6 –5/8” thru bolts minimum. Two bolts into post must be approved for use with ACQ preservative treated wood.
4. Install two 6” x 6” bracing 2’-0” legs at each post with two ½” dia. lag bolts at top and bottom of each brace. Lag bolts on bottom into post must be approved for use with ACQ preservative treated wood. Note: The four outside corner posts will each have one 6” x 6” brace on the inside only.
5. Install 4 – Simpson Strong-Tie HL35PC heavy angles, powder coated textured flat black by Simpson, on the outside of the four outside corner end posts where the beam and post meet. Secure to post and beam with 4 – ½” x 5” lag bolts, two bolts into post must be approved for use with ACQ preservative treated wood.

6. Install 2" x 8" rafters at 16" o.c. with 2 Simpson FB26 connectors each, one on each end. Use SD10 x 1.5 Strong-Drive® SD Structural-Connector Screws.
7. Treat all exposed wood with exterior stain Penofin penetrating oil finish, chestnut exterior prior to assembling whenever possible.

Notes:

- a. The construction of the arbor must start and be completed between Monday and Friday of the same week.
- b. Protect the existing trees and irrigation.
- c. Treat all cuts and surfaces of lumber prior to assembly.
- d. Boulder County will pull the building permit for the arbor.

**Phase II – Shelter Excavation and Foundation (see sheets TS, SP, C1, A1 & A3)**

8. Potholing shall be utilized during construction activities as required to prevent excavation damage to existing underground utilities for all open cut excavations. Boulder County electricians will mark all existing electric prior to excavation.
9. OPTION 1: Contractor will concrete encase with flowable fill all main electric feeds and sub distribution electrical lines exposed in excavation for shelter. Boulder County electricians will install pipe from inside gear box to one of the two shelter footings on the south side of the existing electric box. This pipe will also be concrete encased in flowable fill by contractor.
10. Option 1: Excavate the area of the shelter to a depth of 3' below existing grade. Place 8" min. of ¾" dia. max. compacted gravel leveled and compacted to 95% density in the bottom of the excavation. Backfill the excavation with imported backfill material of ½" gravel. Backfill may be mixed with sand or native fill if compacted in 8" lifts tamped to remove voids.
11. Option 2: Install 14 micropiles per detail 5, sheet A1.

Notes:

- a. Contractor is responsible for all utility locates.
- b. Contractor is responsible for any surveying required for the accurate layout of structures.
- c. Contractor is responsible for compaction test by independent service approved by Boulder County.
- d. Contractor will notify Boulder County of schedule so that a County representative will be present to observe the excavation and backfilling or installation of micropiles.
- e. Protect the existing trees and irrigation.
- f. Existing timbers edging gravel and crusher fines to be removed by Boulder County prior to start of work.
- g. Boulder County will pull the building permit for the shelter.

### **Phase III – Shelter Footings and Concrete (see sheets TS, SP, C1, A1 & A3)**

12. OPTION 1: Install 6” void forms under entire shelter slab.
13. OPTION 1: Install 14 - 10” x 10” x ¼” weathering steel columns with 10”x10”x11’-6” wood posts inserted and pinned with rebar per Detail 4, Sheet A1.
14. OPTION 2: Install 14 pile cap connections for wood posts to micro piles per Detail 5, Sheet A1.
15. Set steel reinforcing in slab and around footings.
16. OPTION 1: Form and pour concrete around 14 footings.
17. Form and pour 6” concrete slab.
18. Form and pour curb and gutter along north and northeast edge of slab with monolithic varied width, 6" thick concrete pan along north side of the curb and gutter extending out to the existing electric pads. See drawings for width of pan and layout.
19. Form and pour 12.5’ long by 1’ grated concrete curb chase on east side of shelter extending from the end of the existing grated curb chase north. Note: The downspout on the southeast corner of the shelter to dump into this chase.
20. Form and pour 19.5’ long by 1.5’ wide grated concrete curb chase extending from the northwest shelter downspout to the north alongside the play area. Note: The downspout on the northwest corner of the shelter to dump into this chase.
21. Form and pour 4’ wide, with 4’ wings by 6’ long concrete ramp into play area. Not shown on the engineers plans, see sheet SP. Layout and location to be approved by Boulder County.

#### Notes:

- a. Refer to sheet C1 and A1 for the area of the shelter pad requiring steel reinforcing in slab. See sheet C1 for the additional 6” concrete flatwork on the west side of the shelter with no steel reinforcing. Field verify.
- b. The “rebar at column typ.” note in the Shelter Foundation Plan, detail 2, sheet A1 is for Option 1 only.

### **Phase IV – Shelter Construction (see sheets TS, A1, A2, A3 & A4)**

22. OPTION 2: Install 14 – 10” x 10” treated timber posts, secure to micro piles pier cap connection.
23. Install 8-3/4” x 9” glulam beams on treated timber posts, secure with Simpson Strong-Tie CC9X w/ W<sub>2</sub> = 10” column cap. These are custom ties by Simpson and need to be ordered in advance, powder coated by Simpson, color: Cardinal T241-BK59 Black Texture Semi Gloss. Secure with 6 – ¾” machine bolts. Two bolts through post must be approved for use with ACQ preservative treated wood.
24. Submit shop drawings of custom design column cap for approval for the two back angled post beam connections, each with two beams. Painted or powder coated, color: Cardinal T241-BK59 Black Texture Semi Gloss. Bolts through post must be approved for use with ACQ preservative treated wood.
25. Submit shop drawings of custom design column cap for approval for the two front angled post beam connections, each with one beam. Painted or powder coated, color:

Cardinal T241-BK59 Black Texture Semi Gloss. Bolts through post must be approved for use with ACQ preservative treated wood.

26. Install 8" x 8" x 2'-0" leg bracing between posts and beams w/ 2 – ½" dia. lag bolts at top and bottom. Lag bolts on bottom into post must be approved for use with ACQ preservative treated wood.
27. Install two knock down gable end trusses
28. Install shelter scissor trusses at 24" o.c. with Simpson Strong-Tie H16 on each end of truss. If truss is over a post use two Simpson HGA10 on each end of truss. Secure H16 with 10d x 1-1/2" nails. Secure HGA10 to rafter with 4 – SDS ¼" x 1-1/2" screws and to beam with 4 – SDS ¼" x 3" screws.
29. Install two girder trusses.
30. Construct lookouts, fly rafters and all remaining roof truss framing required by hand.
31. Install ¾" OSB tongue and groove roof sheathing covered with 30 lb. felt.
32. Install 22 ga. corrugated weathering steel roof (2.67" x 7/8"), use colored screws in Koko Brown or Terra Cotta finish or approved equal. Install weathering steel valley flashing and bent metal ridge.
33. Frame and install trap door in ceiling. Submit shop drawing for review and approval. Size and location to be approved by POS project manager
34. Install 1" x 6" x Random length planed tongue and groove blue stain pine ceiling and soffit using blind nail with galvanized 8d nails.
35. Construct 1" x 6" planed tongue and groove chevron design on end and underside of truss with 1" x 4" trim boards of blue stain pine grade C or better. Nailers to be used for overhang sections and for end chevron designs.
36. Install 6" half round profile 26 gauge steel gutters and 4" diameter plain round 26 gauge steel downspouts. Color: Simulated Copper by Weather Guard painted Galvalume. Material, supplier and color to be approved by POS project manager. Note: Elbows at bottom of downspouts to be angled so that water is directed down the concrete gutter or covered concrete chase.
37. Treat all exposed wood with exterior stain Penofin penetrating oil finish, chestnut exterior prior to assembling whenever possible.

Notes:

- a. **•During all phases of excavation and construction, the Contractor will be responsible for daily fencing and/or taping off all work areas for the safety of the public and weekend activities.**

## **Project Timeframe**

Work on this project should be completed within a period of 30 days from the start of construction. Project work hours are defined as Monday through Friday, 7:00 a.m. to 5:00 p.m. Start date will be immediately after contract is signed by Board of County Commissioners.

**If possible, the deadline for completion of the shelter foundation, concrete pad and flatwork is Friday, April 6, 2012, as Saturday, April 7, 2012 is the opening day of the Farmers Market. Consideration will be given to those contractors who are able meet this requirement, along with insurance and Payment and Performance bonds, if applicable.** Whatever portion of the



**“shelter” not completed prior to April 7, 2012, work may be performed Monday through Friday, between Saturday Farmers Market events.**

**The construction of the arbor, if not completed before April 7, 2012, work may be performed Monday through Friday, between Saturday Farmers Market events.**

The selected Contractor is responsible for submitting a copy of their current Contractor’s license if applicable, as issued by the Boulder County Land Use Building Safety and Inspection Division prior to any work beginning.

Contractor may bid either Option 1 or Option 2 for the shelter or both. Option 1 is the 3 foot deep excavation and footing shown on detail 4 on sheet A1. Option 2 is the micro pile installation with pile cap connections, detail 5 on sheet A1. Contractor will submit a design stamped by a licensed structural engineer with shop drawings for Option 2 for review and approval by Boulder County.

**SUBMITTAL SECTION**

**RFP #5627-12**

**Boulder County Farmers Market Shelter and Arbor Construction**

<b>A</b>	<b>Arbor Construction – Phase I</b>	<b>Quant.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Install Simpson ABU88R Adjustable and Standoff Post Bases	8	EA		
2	Install 8" x 8" x 8' treated posts	8	EA		
3	Install 8" x 8" beams secured w/ Simpson 1212HTPC strap ties	70	LF		
4	Install 6" x 6" bracing	12	EA		
5	Install Simpson HL35PC heavy angles	4	EA		
6	Install 2" x 8" rafters @ 16" o.c. w/ Simpson FB26 connectors	35	EA		
7	Treat all wood w/ Penofin penetrating oil finish		LS		
	ARBOR CONSTRUCTION TOTAL				
<b>B</b>	<b>Shelter Excavation and Foundation – Phase II</b>	<b>Quant.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
8	Pothole to locate existing underground utilities		LS		
9	OPTION 1 - Concrete encase exposed electric lines with flowable fill		LF		
10	OPTION 1 – Excavate footprint of shelter and backfill in lifts		LS		
11	OPTION 2 - Install micro-piles		14		
	SHELTER EXCAVATION AND FOUNDATION TOTAL				
<b>C</b>	<b>Shelter Footings and Concrete – Phase III</b>	<b>Quant.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
12	OPTION 1: Install 6" void forms		LS		
13	OPTION 1: Install 14 steel column footings with wood posts	14	EA		
14	OPTION 2 - Install micro pile to wood column connectors	14	EA		
15	Set steel reinforcing		LS		
16	OPTION 1: Form & pour concrete around footings	14	EA		
17	Form and pour 6" concrete slab	2205	SF		
18	Form and pour curb and gutter w/ varied width conc. pan	107	LF		
19	Form and pour 1' grated concrete curb chase on east	12.5	LF		
20	Form and pour 1.5' grated concrete curb chase on northwest	19.5	LF		
21	Form and pour concrete ramp into play area	1	EA		
	SHELTER FOOTINGS AND CONCRETE TOTAL				
<b>D</b>	<b>Shelter Construction – Phase IV</b>	<b>Quant.</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
22	OPTION 1: Install 10" x 10" treated timber posts on pier caps	14	EA		
23	Install glulam beams on timber posts, secure w/ Simpson caps		LS		
24	Custom design column cap for back angled post/beam connection	2	EA		
25	Custom design column cap for front angled post/beam connection	2	EA		
26	Install leg bracing between posts and beams		LS		
27	Install knock-down gable end trusses	2	EA		
28	Install shelter scissor trusses w/ Simpson Strong-Tie Connectors		LS		
29	Install girder trusses	2	EA		
30	Construct lookout, fly rafters and additional roof truss framing		LS		

31	Install roof sheathing and felt		LS		
32	Install corrugated weathering steel roof, valley flashing & ridge		LS		
33	Frame & install trap door in ceiling		LS		
34	Install tongue and groove blue stain pine ceiling & soffit		LS		
35	Construct tongue and groove chevron design on ends		LS		
36	Install steel gutters and downspouts		LS		
37	Treat all exposed wood with Penofin penetrating oil finish		LS		
	<b>SHELTER CONSTRUCTION TOTAL</b>				
	<b>TOTAL BID</b>				

*Estimated time to complete the construction of the arbor* \_\_\_\_\_

*Estimated time to complete the construction of the shelter:* \_\_\_\_\_

## **SUBMITTAL SECTION (CONTINUED)**

### **RFP #5627-12**

### **Boulder County Farmers Market Shelter and Arbor Construction**

#### General

Please respond to the following in the order listed below:

1. Company name, address, phone numbers and contact information. Provide the names of contact persons for contract administration and technical consulting.
2. Length of time your company has been in business.
3. Company's hours of business, off-hours contact and availability.
4. Include a statement of qualification specifying how your company can meet the requirements listed in this RFP. Please include any projects completed of a similar nature.
5. Preferred methods for ongoing communications between vendor and Boulder County (email, website, phone, FTP, etc.).
6. Copy of your standard contract and any non-disclosure agreement you will require to be executed at time of contract award.
7. Itemized costs for the following:
  - a. Please provide unit costs where listed or lump sums for each of the items listed within this RFP.
  - b. A total cost for each of the following: Arbor Construction, Shelter Excavation and Foundation, Shelter Footings and Concrete and Shelter Construction.
  - c. A cost for total of all items listed.
8. Financial Statements: For the two most recent years available, provide in an attachment a financial statement, balance sheet and income statement, certified by a licensed certified public accountant. Provide any available Dunn and Bradstreet reports.
9. References with names and phone numbers. Indicate whether the reference is using the version of the software that Boulder County will be using (ArcGIS 9.3).
10. Detailed response to all sections that follow:

**SIGNATURE PAGE**  
**RFP # 5627-12**  
**Boulder County Farmers Market Shelter and Arbor Construction**

**Failure to complete, sign and return this submittal page with your bid may be cause for rejection.**

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website	

I certify that I am authorized to bid on my company's behalf and that I am not currently an employee of Boulder County and to the best of my knowledge, none of my employees or agents are currently employees of Boulder County. I also certify that I am not related to any Boulder County employee or Elected Official.

\_\_\_\_\_  
**\*Signature of Person Authorized to Bid on  
 Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in the space provided below.

# **SAMPLE CONTRACT**

## **BOULDER COUNTY CONTRACT FOR SERVICES**

THIS CONTRACT ("Contract"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, **YEAR**, is between the County of Boulder, a body corporate and politic, State of Colorado, acting by and through its Board of County Commissioners, hereinafter referred to as "County", and **LEGAL COMPANY NAME INCLUDING DBA, A COLORADO CORPORATION, ADDRESS, CITY, STATE, ZIP CODE, TELEPHONE 000-000-0000, AND FAX NUMBER 000-000-0000**, hereinafter referred to as the "Contractor". The parties to this Contract, each in consideration of the rights and obligations hereinafter specified, agree as follows:

1. Incorporation into Contract: It is especially understood and agreed that the Invitation for Bid, Bid Specifications, Contractor's Proposal, Design Specifications, Plans, and Contract Documents which are applicable to the Project and which are on file in the office of the Boulder County Parks and Open Space Department, together with any alterations and modifications as may be made in accordance with the provisions of said Design Specifications, are each and all included in and made part of the Contract (hereinafter referred to as the "Contract Documents").

2. Work to be Performed: The Contractor agrees that it will, in good and workmanlike manner, at its own cost and expense and strictly in accordance with this Contract, including all documents incorporated herein, furnish all labor, material and equipment and do all work necessary, or incidental to complete Boulder County projects: **PROJECT NAME, BID NO. 0000-00, Awarded: DATE**, (hereinafter referred to as the "Project").

3. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

4. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

5. Payment: In consideration of the foregoing, the County hereby agrees to pay to the Contractor the amounts required for the completion of each specified Project, **\$000,000.00 (DOLLARS AND 00/100THS; 000.0000000.00000.000000000.00000)**, all according to the provisions and subject to the conditions as set forth in the Contract Documents. Contractor shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of applicable guaranties/warranties as specified in paragraph 9, Guaranty and Warranties, **final payment shall be paid upon the satisfactory completion of the Project and provided that no claims are made against the Project, based upon responses from the Notice of Final Settlement. The County, in its sole discretion, shall determine satisfactory completion.**

6. Term and Time: This Contract shall begin and become effective on and as of the date of execution by the parties, which date is specified on the signature page of this Contract and shall be effective through **DATE, YEAR**. It is further agreed that time is of the essence and work shall begin **within five (5) days of the execution of Contract, and be completed by DATE, YEAR**. Additional time may be allowed by the County, at the County's discretion, in writing. The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 21 of this Contract.

7. **Extension and/or Renewal of Contract Term, IF APPLICABLE:**

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 23, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for three (3) additional one-year periods through **December 31, YEAR**, during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 21. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract.

- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
  
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM, THE CONTRACTOR SHALL SUBMIT, TO THE COUNTY, PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 15.**
  
- e. Should the parties fail to agree upon the scope of work or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 7(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

8. Retainage: The County reserves the right to withhold a retainage of ten percent (10%) on any or all payments until all of the work is accepted by the County, at its sole discretion, as satisfactory and complete.

9. Guaranty and Warranties: Contractor shall furnish the County with a written guaranty covering all labor, materials and workmanship incorporated in the work for one year upon completion of the Project. Where the specifications require additional warranties or guarantees, the Contractor shall procure such warranties and deliver them to the County on completion of the work. Such warranties will not lessen the Contractor's responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern. Contractor acknowledges final payment terms as specified in paragraph 5, Payment.



10. Bond Submittal: **IF APPLICABLE,** The combined bonds are required and must be in an amount equal to one hundred percent (100%) of the price specified in paragraph 5, Payment.

a. Payment Bond: This Contract shall not take effect or be in force until said Contractor shall have furnished and delivered to the County a surety bond acceptable to the County, in a penal sum equal to the nearest integral \$100.00 in excess of the estimated Contract price as per proposal hereto attached, duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

b. Performance Bond: This Contract shall not take effect or be in force until said Contractor shall have furnished and delivered to the County a surety bond acceptable to the County, in a penal sum equal to the nearest integral \$100.00 in excess of the estimated Contract price as per proposal hereto attached, duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

11. Permits, Licenses, Locates and Codes: The Contractor shall have full responsibility for identifying and obtaining, prior to the start of work under this Contract, and for maintaining throughout the term of this Contract, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work under the terms of this Contract also satisfy the provisions of this paragraph.

12. Contractor Licensing: General contractors, HVAC contractors, and roofing contractors require licensing through Boulder County. Electricians and plumbers must be state-licensed and registered with the Boulder County Building Safety and Inspection Division. It is the responsibility of the Contractor to apply for and ensure the appropriate Contractor's license is obtained prior to project commencement. In addition, the Contractor is responsible for submitting a copy of the current license to the Parks and Open Space Contract Coordinator as listed in paragraph 21, Notices. **Project shall not proceed until said document is received by the Parks and Open Space Contract Coordinator, if applicable, as determined by the Boulder County Building Safety and Inspection Division.**

13. Sustainability: The County encourages the Contractor to incorporate the practice of recycling and/or reuse of construction and/or de-construction materials in a manner that will allow maximum recycling/reuse of Project materials.

14. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

15. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

- a. Commercial General Liability. This coverage should be provided on an ISO 1998 Form or most current with minimum limits of \$1,000,000.00 combined single limit for each occurrence.
- b. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:
  - All vehicles owned, non-owned, and hired to be used on the Contract
  - Personal Injury Protection where applicable
- c. Workers' Compensation and Employer's Liability. Workers'

Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000.00 Each Accident/\$500,000.00 Disease-Policy Limit/\$100,000.00 Disease-Each Employee.

The Contractor shall provide Certificates of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Commercial General Liability certificate shall indicate **Boulder County as an ADDITIONAL INSURED.**

**The Additional Insured wording should be as follows: County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.**

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without **thirty (30) days** written notice to the County, pursuant to paragraph 21. Please forward certificate(s) to the below mentioned certificate holder.

The certificate holder is: Boulder County  
Attn: Pam Stonecipher, Risk  
Manager  
P.O. Box 471  
Boulder, CO 80306

16. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.

17. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations, either by competitive bidding or negotiation, by the Contractor for any Work related to this Contract to be performed under a subcontract, including procurement of materials or equipment, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices, as set forth above.

18. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions

of this Contract, as determined by the County within its sole discretion, the County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies with the nondiscriminatory provision set forth in paragraph 16 of this Contract; and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part, effective upon seven (7) days written notice to the Contractor pursuant to paragraph 23 of this Contract.

19. Subcontractors: The Contractor will include the provisions of paragraphs 16 through 18 in every subcontract, including procurement of materials and leases of equipment. The Contractor will take such action with respect to any subcontractor or procurement as the County of Boulder may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the County may, at its own discretion, enter into such litigation to protect the interests of the County.

20. Post Completion: Final payment made to the Contractor, on account of the work, shall not operate to relieve the Contractor of responsibility for faulty material or workmanship, and unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant there from.

21. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity,

funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 23, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall have any further liability hereunder, said Contract to cease and terminate as of such date.

b. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform any provision of the Contract, the County, after seven (7) days written notice to the Contractor and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may finish the Work by whatever method it may deem expedient, **if such expense exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the County.**

c. In the event the County exercises either of the termination rights specified in paragraphs 21(a) or 21(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

d. The preceding provisions notwithstanding, the County

may terminate this Contract, either in whole or in part, **for any reason**, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 23.

Termination of work hereunder shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work, under the Contract, is terminated and the date upon which such termination becomes effective. After receipt of the "Notice of Termination", the Contractor shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. The Contractor shall then submit a written claim for all outstanding amounts to the County, due within the timeframe as specified, thirty (30) days, upon receipt of "Notice of Termination", from the County.

22. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

23. Notices: For purposes of the notices required to be provided under paragraphs 7, 15, and 21, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, or hand-delivered to the following representatives of the parties at the following addresses:

For the County:                   **PARKS AND OPEN SPACE DEPARTMENT**  
   **ATTENTION: CONTACT**  
   **ADDRESS**  
   **CITY, STATE, ZIP CODE**

For the Contractor:               **COMPANY NAME**  
   **ATTENTION: CONTACT**  
   **ADDRESS**  
   **CITY, STATE, ZIP CODE**

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 22 shall commence to run on the day after the postmarked date of mailing.

24. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

25. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the

employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department



is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

H. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

26. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

27. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

28. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

29. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

30. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

31. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

32. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

33. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the

County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

34. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

**IN WITNESS WHEREOF**, the Board of County Commissioners, acting for and on behalf of the County of Boulder, have executed this contract and have caused the same to be attested by the Clerk of the Board of County Commissioners, County of Boulder, State of Colorado, and the Contractor has executed this contract, all on the day and year first above set forth.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **YEAR**.

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_

By: \_\_\_\_\_  
Administrative Assistant  
Clerk to the Board of  
Commissioners  
(SEAL)

\_\_\_\_\_  
BOCC, Chair

**CONTRACTOR**

**ATTEST:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal)

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering