

purchasing@bouldercounty.org

# INVITATION TO BID COVER PAGE

BID Number:	7018-19
BID Title:	Generator Pad for Justice Center
Pre-Bid Meeting:	March 6, 2019 10:00 am Justice Center 1777 6 <sup>th</sup> Street, Boulder, CO
BID Questions Due:	March 7, 2019
Submittal Due Date:	March 14, 2019 10:00 am
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Bid Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist

Signature Page



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### **INSTRUCTIONS**

### 1. Purpose/Background

The structural drawings illustrate and describe the completed structure with elements in their final positions, properly supported, connected and/or braced. The drawings illustrate typical and representative details to assist the general contractor. All work is to be accomplished in a workmanlike manner and in accordance with the applicable codes and local ordinances. The general contractor is to be responsible for coordination of all work, including layout and dimension verification, materials coordination, shop drawing review and the work of subcontractors.

Specifications and a sample contract with a FEMA specific addendum are attached. The successful proposer shall execute the attached addendum as part of any contract with the county, and comply with all FEMA requirements set forth in that addendum.

### 2. Mandatory Pre-Bid Meeting

Will be held **10:00 am March 6, 2019** at the Justice Center site, located at 1777 6<sup>th</sup> Street, Boulder, CO 80302.

Bids from firms not represented at the mandatory, pre-bid meeting, and site visit will not be accepted.

### 3. Written Inquiries

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at <a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a> on or before 2:00 p.m. March 7, 2019. A response from the county to all inquiries will be posted and sent via email no later than March 11, 2019.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

### 4. Submittal Instructions

BIDs are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before 10:00 a.m. Mountain Time on March 14, 2019. A bid opening will be conducted at 11:00 a.m. Mountain Time at county offices.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email 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. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

**Email** <u>purchasing@bouldercounty.org</u>; identified as **BID** # **7018-19** in the subject line.

-OR-

US Mail
One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as BID # 7018-19, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

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

The Board of County Commissioners reserves the right to reject any and all BIDs, 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) 441-3525 at least 48 hours before the scheduled event.



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### **TERMS AND CONDITIONS**

- 1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
- 2. Each bidder will furnish the information required in the Invitation to Bid.
- 3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.
- 4. The County of Boulder 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 will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
- 6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
- 7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the Administrative Services Information Desk prior to the time indicated in the "Invitation to Bid."
- 8. The proposed price will 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 bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
- 10. Confidential/Proprietary Information: Bids submitted in response to this "Invitation to Bid" 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 will be clearly stated in the bid 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.



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### **SPECIFICATIONS**

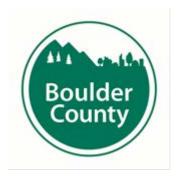
See Drawings: for detailed specification

### **Generator Slab**

There will be two separate concrete slab and or foundations required for this project. The Generator slab will be located on the south/west side of the building. This will include demolition of some existing concrete drive as well as some asphalt drive. There will be a short time period needed for the electrician to install conduits through the open dig area for a period of 1-2 days requiring separate days for excavation and concrete work.

### **Electrical Equipment:**

The foundation for the electrical gear will be located on the north side of the building alongside the north driveway. This will include a small foundation wall to be removed and removal of landscaping, excavation. There will be a short time period needed for the electrician to install conduits through the open dig area for a period of 1-2 days. Requiring separate days for excavation and concrete work. There will be a new foundation wall as well as a new equipment slab to be installed.



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### **INSURANCE AND W-9 REQUIREMENTS**

### **PAYMENT & PERFORMANCE BONDS**

Both a payment and a performance bond are required for this project and must each equal 100% of the proposed cost. Please include the cost of this bonding into the total proposed cost.

### **INSURANCE REQUIREMENTS**

**General Liability** \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products Completed Operations Aggregate

3 years Products/Completed Operations

Excess or Umbrella \$3,000,000 umbrella

Automobile Liability \$1,000,000 Each Accident

\*Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability

Statutory limits

**Pollution Liability** \$1,000,000 Per Loss

\$1,000,000 Aggregate

Coverage maintained or extended discovery period for 3 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

### W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.

### **SAM.gov REGISTRATION**

Please provide a copy of your business' registration in sam.gov with your proposal.

### **DUNS NUMBER**

Please provide your business' DUNS number with your proposal.



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### **SUBMITTAL SECTION**

The bidder's attention is especially called to the items listed below, which must be submitted in full as part of the BID. Failure to submit any of the documents listed below as a part of your BID, or failure to acknowledge any addendum in writing with your BID, or submitting a bid on any condition, limitation or provision not officially invited in this Invitation to Bid (BID) may be cause for rejection of the BID.

## **THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE:** Bidder will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample
	Contract contained in this BID. Specifically list any deviations and
	provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



**Contact Information** 

### Boulder County Purchasing 1325 Pearl Street Boulder, CO 80302

purchasing@bouldercounty.org

### **SIGNATURE PAGE**

Response

Company Name including DBA	
List Type of Organization (Corporation,	
Partnership, etc.)	
Name, Title and Email Address of Person	
Authorized to Contract with Boulder	
County	
Company Address	
· ,	
Company Phone Number	
Company Website	
company weasite	
By signing below I certify that:	
I am authorized to bid on my company'	s behalf.
I am not currently an employee of Boul	•
None of my employees or agents is curr	· · · · · · · · · · · · · · · · · · ·
I am not related to any Boulder County (Sole Proprietorships Only) Lam not a P	ublic Employees' Retirement Association (PERA) retiree.
(Sole Froprietorships Only) Fall Hot a P	ubile Employees netifement Association (FENA) retiree.
Signature of Person Authorized to Bid on	<del></del>
Company's Behalf	Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

### BOULDER COUNTY (name of service contracting for) CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and \_\_\_\_(name of company) ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

- 1. <u>Incorporation into Contract:</u> The Invitation for Bid and Bid Specifications of Boulder County Bid No.\_\_\_\_\_ and The Bid Response, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.
- 2. <u>Work to be Performed:</u> The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing <u>(specify type of work)</u> as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.
- 3. <u>Term of Contract:</u> This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on <u>(date)</u> and shall continue through <u>(date)</u>.
- 4. <u>Payment for Work Performed:</u> In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price) .

### 5. Extension and/or Renewal of Contract Term:

- 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 notice to Contractor, pursuant to paragraph 15, 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 four additional one-year periods through <u>date</u> during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. 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 or any subsequent renewals.
- 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 9.
- e. Should the Parties fail to agree upon the scope of services 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 5(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.
- 6. <u>Quality of Performance:</u> 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.
- 7. <u>Schedule of Work:</u> 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.
- 8. <u>Indemnity:</u> 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.
- 9. <u>Insurance Requirements:</u> 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. <u>Commercial General Liability</u>.

### *Non-Construction contracts use the following language:*

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

### Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

### b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

### 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 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

### d. <u>Umbrella / Excess Insurance</u>

Umbrella/Excess Liability insurance in the amount \$X,000,000.00, following form.

IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

### e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

### f. Pollution Liability.

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim.

Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

### g. <u>Commercial Crime Insurance / Third Party Fidelity Bond</u>

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". This third party coverage can also be provided by obtaining a third party fidelity bond

### h. Privacy / Cyber Liability Insurance (HIPAA Compliance)

As a provider of a service which *may* require the knowledge and retention of HIPPA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer clients: \$50,000.
 Contractors with 11 – 15 clients: \$500,000.
 Contractors with more than 25 clients: \$1,000,000.

THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE <u>MINIMUM</u> AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

Contractor shall forward certificates of insurance directly to (\_\_\_\_\_) Agency / Department Representative's Name & Address).

<u>Notice of Cancellation</u>: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

- 10. <u>Nondiscrimination</u>: 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. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).
- 11. <u>Nondiscrimination Provisions Binding on Subcontractors</u>: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, 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.
- 12. <u>Information and Reports</u>: 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.
- 13. <u>Independent Contractor</u>: 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.

### 14. 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 15, 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.

- b. 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 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(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.
- 15. <u>Notices</u>: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, Mailing and Email

Address)

For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. <u>Statutory Requirements</u>: 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.

- 17. <u>Prohibitions on Public Contract for Services</u>: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, <u>et seq.</u>, 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 not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - B. 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.
  - C. 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.
  - D. 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.
  - E. 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.
  - F. 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).

- G. 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.
- 18. <u>Amendments</u>: 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.
- 19. <u>Assignment</u>: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.
- 20. <u>Complete Agreement/Binding Effect</u>: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.
- 21. <u>Governing Law</u>: 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 Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
- 22. <u>Breach</u>: 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.
- 23. <u>Termination of Prior Agreements</u>: 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.
- 24. <u>Invalidity Provision</u>: Should any of the provisions of this agreement be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this agreement, forthwith.
- 25. <u>Third Party Beneficiary</u>: 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.
- 26. <u>Governmental Immunity</u>: Nothing in this 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.

27. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

day and year indicated below.	
Executed by Boulder County on(	county of Boulder STATE OF COLORADO
ATTEST:	
By: Administrative Assistant Clerk to the Board of Commissioners	By: , Chair, Board of County Commissioners
(seal)	
Executed by Contractor on(	 late)
	CONTRACTOR:
ATTEST:	Signature:
Ву:	Title:
Title:	Print Name:

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter

(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 Statutes, § 8-17.5-101, et seq., as amended, 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: <a href="https://e-verify.uscis.gov/enroll/">https://e-verify.uscis.gov/enroll/</a>.

### ADDENDUM TO CONTRACT

## FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the [CONTRACT NAME], BID	, Agreement between
[CONTRACTOR] ("Contractor"), and Boulder County, (the "County").	

The parties acknowledge that the above-referenced contract is subject to the provisions of 44 CFR § 13.36 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). This addendum is hereby expressly incorporated into the agreement between Boulder County and the Contractor. To the extent that the terms of the Agreement and this Addendum conflict, the terms of this Addendum shall control. Nothing in this Addendum shall be construed as making this Agreement contingent upon a Presidential disaster declaration or FEMA's approval or obligation of funds.

The following provisions are hereby added and incorporated into the above-referenced Agreement:

- **1. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 44 CFR§13.36(i)(3))
  - Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 2. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR§13.36(i)(4))

  Contractor agrees to comply with the Concland "Anti-Kickback" Act (18 LLS C. 87)
  - Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### 3. ACCESS TO RECORDS

- **A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).
- **B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- **C.** The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.44 CFR§13.36(i)(11).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers; 44 CFR §13.36(i)(6)) Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

### 5. NOTICE OF REPORTING REQUIREMENTS

- **A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA stated in 44CFR§ 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- **B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions
- **6. PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))
  - **A. General**. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
  - **B**. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
  - **C**. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

### 7. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- **A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- (1) The copyright in any work developed with the assistance of funds provided under this Agreement;
- (2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)- (9).
- **B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further

agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 8. ENERGY CONSERVATION REQUIREMENTS

- **A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).
- **B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- **9. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year; 44 CFR §13.36(i)(12)))
- A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- **B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
  - **10. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000; 44 CFR §13.36(i)(2))
    - **A.** County shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. County shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective
    - **B.** Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by County and to minimize the liability of Contractor and County to third parties as a result of termination. All such actions shall be subject to the prior approval of the County. Such actions shall include, without limitation:
      - (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by County.
      - (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
        - (3) Terminating all existing orders and subcontracts.
      - (4) At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such

assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- (5) Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County.
- (7) Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.
- **C.** Within 30 days after the specified termination date, Contractor shall submit to County an invoice, which shall set forth each of the following as a separate line item:
  - (1) The reasonable cost to Contractor, without profit, for all services and other work County directed Contractor to perform prior to the specified termination date, for which services or work County has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.
  - (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of County, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
  - (3) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the County or otherwise disposed of as directed by the County.
- **D.** In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- E. In arriving at the amount due to Contractor under this Section, County may deduct:
  - (4) All payments previously made by County for work or other services covered by Contractor's final invoice;

- (5) Any claim which County may have against Contractor in connection with this Agreement;
- (6) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and
- (7) In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- **F.** County's payment obligation under this Section shall survive termination of this Agreement.

### 11. TERMINATION FOR DEFAULT

Contractor's failure to perform or observe any term, covenant or condition of this document (Federal Emergency Management Agency's Emergency Management Performance Grant Program Requirements for Procurement Contracts) shall constitute an event of default under this Agreement.

- **A.** Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:
  - (1) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from County to Contractor.
  - (2) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.
  - (3) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
- **B.** On and after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to County on

demand all costs and expenses incurred by County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

**C.** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy

### 12. SOCIOECONOMIC ENGAGEMENT

Contractor will take the following affirmative steps to engage small and minority firms, women's business enterprises, and labor surplus area firms.

- A. Place qualified small and minority business and women's business enterprises on subcontractor solicitation lists.
- B. Assure that such firms are solicited whenever they are potential sources.
- C. Divide total requirements into smaller tasks or quantities to permit maximum participation by such firms.
- D. Establish delivery schedules which encourage participation by such firms.

### 13. NO SUSPENSION OR DEBARMENT

Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

IF THIS ADDENDUM IS INCORPORATED BY REFERENCE INTO THE CONTRACT, THE PARTIES DO NOT NEED TO SIGN THE ADDENDUM, AND THE SIGNATURE BLOCKS MAY BE REMOVED

Accepted by [CONTRACTOR] on	
(Date)	
Ву:	
TITLE	

Accepted by <b>BOULDER COUNTY</b> on	
, Chair	

# STRUCTURAL GENERAL NOTES

### 1. DESIGN LOADS: 2012 INTERNATIONAL BUILDING CODE WITH CITY OF BOULDER AMENDMENTS, ASCE 7-10 ULTIMATE DESIGN WIND SPEED, VULT, (3-SECOND GUST) NOMINAL DESIGN WIND SPEED, V<sub>ASD</sub>, (3-SECOND GUST) 135 MPH C. WIND EXPOSURE D. AIR DENSITY COEFFICIENT SEISMIC: A. SPECTRAL RESPONSE ACCELERATION PARAMETERS SHORT PERIOD b. Sns ONE SECOND 0.098g B. SOILS SITE CLASS SEISMIC IMPORTANCE FACTOR D. SEISMIC DESIGN CATEGORY E. SEISMIC RESPONSE COEFFICIENT(S), Cs RESPONSE MODIFICATION COEFFICIENT(S), R **EQUIVALENT LATERAL FORCE** G. ANALYSIS PROCEDURE SOIL REPORTS FROM ADJACENT ADDITIONS ON SITE WERE USED AS A BASIS FOR DESIGN. 2. GEOTECHNICAL ENGINEER SHALL VERIFY SOIL CONDITIONS AND TYPES DURING EXCAVATION AND PRIOR TO PLACEMENT OF FORMWORK OR CONCRETE. **GENERATOR SLAB:** DESIGN OF FOOTINGS IS BASED ON

A. MAXIMUM ALLOWABLE BEARING PRESSURE 2000 PSF 2. BEAR ON COMPACTED STRUCTURAL FILL.

### **EARTH RETAINING STRUCTURES:**

1. EARTH EQUIVALENT FLUID LATERAL PRESSURE: 107 PCF ASSUMED DURING FLOOD CONDITION A. CANTILEVERED WALLS (ACTIVE) B. PASSIVE RESISTING 260 PCF ASSUMED 2. COEFFICIENT OF SLIDING FRICTION 0.3 ASSUMED

- DESIGN IS BASED ON ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE."
- CONCRETE WORK SHALL CONFORM TO ACI 301 "STANDARD SPECIFICATIONS FOR STRUCTURAL CONCRETE." 3. STRUCTURAL CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES:

INTENDED USE	EXPOSURE CLASS	fc, PSI 28 DAYS	MAX W/CM RATIO	MAXIMUM AGGREGATE	SLUMP, INCHES (+/- 1")	AIR CONTENT PERCENT (+/- 1.5%)	CEMENT TYPE
WALLS	F1-S0-W0-C1	4500	0.45	3/4" STONE	4	5%	1/11
EXTERIOR SLAB ON GRADE	F1-S0-W0-C1	4500	0.45	3/4" STONE	4	5%	1/11

- 4. DETAILING, FABRICATION, AND PLACEMENT OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ACI 315
- "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT." REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60.
- UNLESS NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS, LAP BARS 50 DIAMETERS (MINIMUM). AT CORNERS AND INTERSECTIONS. MAKE HORIZONTAL BARS CONTINUOUS OR PROVIDE MATCHING CORNER
- BARS FOR EACH LAYER OF REINFORCEMENT. 8. TRIM OPENINGS IN WALLS AND SLABS WITH (2)-#5 FOR EACH LAYER OF REINFORCEMENT, FULLY DEVELOPED BY
- EXTENSION OR HOOK.
- 9. FORM INTERMITTENT SHEAR KEYS AT ALL CONSTRUCTION JOINTS AND AS SHOWN ON THE STRUCTURAL
- 10. EXCEPT AS NOTED ON THE DRAWINGS, CONCRETE PROTECTION FOR REINFORCEMENT IN CAST-IN-PLACE
- CONCRETE SHALL BE AS FOLLOWS: A. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH:
  - 1. EXPOSED TO EARTH OR WEATHER: a. #6 THROUGH #18 BARS
- b. #5 BAR, W31 OR D31 WIRE, AND SMALLER 1-1/2" 11. ANCHOR BOLTS AND RODS FOR BEAM AND COLUMN-BEARING PLATES SHALL BE PLACED WITH SETTING

### POST-INSTALLED ANCHORS

- 1. ALL CAST IN PLACE ANCHORS DESIGNED IN ACCORDANCE WITH ACI 318.
- CARE SHALL BE TAKEN IN PLACING POST-INSTALLED ANCHORS TO AVOID CONFLICTS WITH EXISTING REBAR. EXISTING REINFORCING BARS SHALL NOT BE CUT UNLESS APPROVED BY THE EOR
- 3. ALL ANCHORS MUST BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTALLATION INFORMATION (MPII) IN CONJUNCTION WITH EDGE DISTANCE, SPACING, AND EMBEDMENT DEPTH AS INDICATED ON THE DRAWINGS. HOLES SHALL BE DRILLED AND CLEANED IN ACCORDANCE WITH THE MPII.
- 4. SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE SPECIFIED, SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER-OF-RECORD ALONG WITH CALCULATIONS THAT ARE PREPARED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER; REGISTRATION MUST BE IN THE STATE IN WHICH THE PROJECT IS LOCATED. THE CALCULATIONS SHALL DEMONSTRATE THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING EQUIVALENT PERFORMANCE VALUES (MINIMUM) OF THE SPECIFIED PRODUCT USING THE APPROPRIATE DESIGN PROCEDURE AND/OR STANDARD(S) AS REQUIRED BY THE AUTHORITY HAVING
- 5. THE CONTRACTOR SHALL ARRANGE FOR A MANUFACTURER'S FIELD REPRESENTATIVE TO PROVIDE INSTALLATION TRAINING FOR ALL PRODUCTS TO BE USED, PRIOR TO THE ANCHOR INSTALLATION. A RECORD OF TRAINING SHALL BE KEPT ON SITE AND MADE AVAILABLE TO THE EOR/ SPECIAL INSPECTOR AS REQUESTED. 6. ADHESIVE ANCHORS INSTALLED IN HORIZONTAL TO VERTICALLY OVERHEAD ORIENTATION THAT SUPPORT SUSTAINED TENSION LOADS SHALL BE DONE BY A CERTIFIED ANCHOR INSTALLER (AAI) AS CERTIFIED THROUGH ACI/CRSI (ACI 318-11 D 9.2.2, ACI 318-14 17.8.2.2). PROOF OF CURRENT CERTIFICATION SHALL BE SUBMITTED TO
- THE EOR FOR APPROVAL PRIOR TO COMMENCEMENT OF INSTALLATION. ADHESIVE ANCHORS MUST BE INSTALLED IN CONCRETE AGED A MINIMUM OF 21 DAYS (ACI 318-11 D 2.2, ACI 318-
- 8. ADHESIVE ANCHOR, SIMPSON SET-XP, HILTI HIT RE-500 V3, OR EQUAL 9. ALL POST INSTALLED ANCHORS SHALL BE INSTALLED IN DRY HOLES THAT HAVE BEEN DRILLED, CLEANED, AND PREPARED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTALLATION INFORMATION AND
- THE RESPECTIVE ICC-ES EVALUATION REPORTS. 10. PROVIDE SPECIAL INSPECTION FOR ALL MECHANICAL AND ADHESIVE ANCHORS PER THE APPLICABLE BUILDING CODE AND PER THE CURRENT ICC-ES REPORT (IBC 2012/2015 TABLE 1705.3 NOTE B).

- 1. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (AISC 360) AND THE "CODE OF STANDARD PRACTICE FOR
- STEEL BUILDINGS AND BRIDGES" (AISC 303) BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC). STRUCTURAL STEEL WIDE FLANGE BEAMS SHALL CONFORM TO ASTM A992, 50 KSI YIELD.
- OTHER ROLLED SHAPES, INCLUDING PLATES, CHANNELS, WTS, AND ANGLES SHALL CONFORM TO ASTM A36, 36
- 4. HOLLOW STRUCTURAL SECTION (HSS) RECTANGULAR SHAPES SHALL CONFORM TO ASTM A500, GRADE B, 46 KSI
- 5. WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH THE AISC DOCUMENTS LISTED ABOVE, THE AMERICAN WELDING SOCIETY (AWS) D1.1: STRUCTURAL WELDING CODE, AND THE RECOMMENDATIONS FOR USE OF WELD E70 ELECTRODES. WHERE NOT SPECIFICALLY NOTED, MINIMUM WELD SHALL BE 3/16" FILLET BY LENGTH OF CONTACT EDGE.
- 6. ALL POST-INSTALLED ANCHORS SHALL HAVE CURRENT INTERNATIONAL CODE COUNCIL EVALUATION SERVICE (ICC-ES) REPORTS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. EXPANSION ANCHORS SHALL BE APPROVED "WEDGE" TYPE UNLESS SPECIFICALLY NOTED TO BE "SLEEVE" TYPE
- 8. CHEMICAL ANCHORS SHALL BE APPROVED EPOXY OR SIMILAR ADHESIVE TYPE AS APPROPRIATE FOR INSTALLATION IN SOLID AND NON-SOLID BASE MATERIALS.
- AS NOTED ON THE STRUCTURAL DRAWINGS.

- 1. THE STRUCTURAL DRAWINGS ARE COPYRIGHTED AND SHALL NOT BE COPIED FOR USE AS ERECTION PLANS OR SHOP DETAILS. USE OF JVA'S ELECTRONIC FILES AS THE BASIS FOR SHOP DRAWINGS REQUIRES PRIOR APPROVAL BY JVA, A SIGNED RELEASE OF LIABILITY BY THE GENERAL CONTRACTOR AND/OR HIS
- SUBCONTRACTORS, AND DELETION OF JVA'S NAME AND LOGO FROM ALL SHEETS SO USED. 2. THE GENERAL CONTRACTOR SHALL SUBMIT IN WRITING ANY REQUESTS TO MODIFY THE STRUCTURAL
- DRAWINGS OR PROJECT SPECIFICATIONS. 3. ALL SHOP AND ERECTION DRAWINGS SHALL BE CHECKED AND STAMPED (AFTER HAVING BEEN CHECKED) BY THE
- GENERAL CONTRACTOR PRIOR TO SUBMISSION FOR STRUCTURAL ENGINEER'S REVIEW; SHOP DRAWING SUBMITTALS NOT CHECKED BY THE GENERAL CONTRACTOR PRIOR TO SUBMISSION TO THE STRUCTURAL ENGINEER WILL BE RETURNED WITHOUT REVIEW. 4. FURNISH ELECTRONIC VERSION (PDF) OF SHOP AND ERECTION DRAWINGS TO THE STRUCTURAL ENGINEER FOR
- REVIEW PRIOR TO FABRICATION FOR: A. REINFORCING STEEL
- B. CONCRETE MIX DESIGNS
- C. SOIL NAILS SUBMIT IN A TIMELY MANNER TO PERMIT 10 WORKING DAYS FOR REVIEW BY THE STRUCTURAL ENGINEER. SHOP DRAWINGS SUBMITTED FOR REVIEW DO NOT CONSTITUTE "REQUEST FOR CHANGE IN WRITING" UNLESS SPECIFIC SUGGESTED CHANGES ARE CLEARLY MARKED. IN ANY EVENT, CHANGES MADE BY MEANS OF THE SHOP DRAWING SUBMITTAL PROCESS BECOME THE RESPONSIBILITY OF THE ONE INITIATING THE CHANGE.

### FIELD VERIFICATION OF EXISTING CONDITIONS:

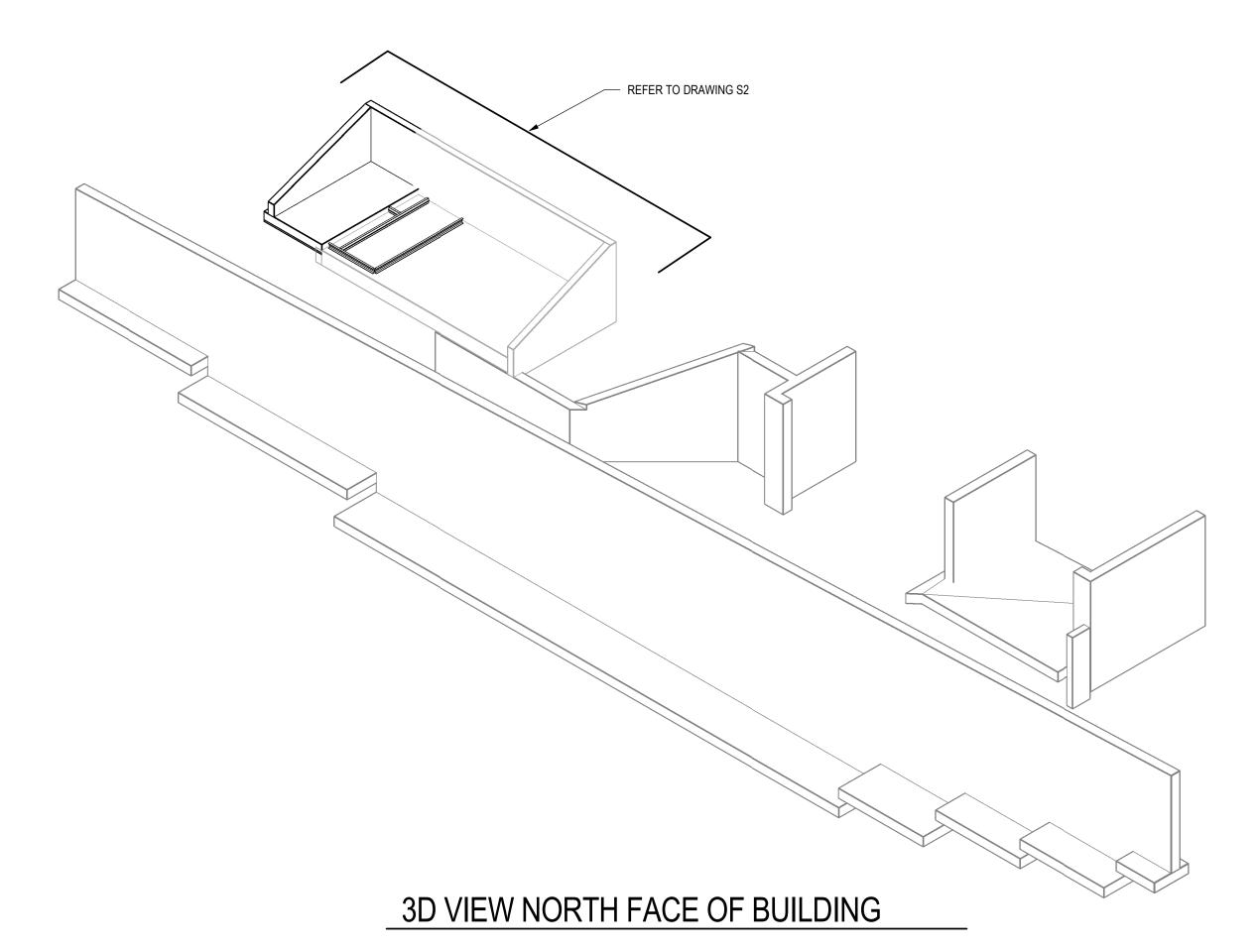
- THE GENERAL CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY THE EXISTING STRUCTURE TO VERIFY
- CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS. 2. THE GENERAL CONTRACTOR SHALL REPORT ANY VARIATIONS OR DISCREPANCIES TO THE ARCHITECT AND STRUCTURAL ENGINEER BEFORE PROCEEDING.

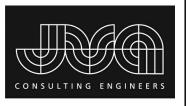
- STRUCTURAL ERECTION AND BRACING REQUIREMENTS: THE STRUCTURAL DRAWINGS ILLUSTRATE AND DESCRIBE THE COMPLETED STRUCTURE WITH ELEMENTS IN
- THEIR FINAL POSITIONS, PROPERLY SUPPORTED, CONNECTED, AND/OR BRACED. 2. THE STRUCTURAL DRAWINGS ILLUSTRATE TYPICAL AND REPRESENTATIVE DETAILS TO ASSIST THE GENERAL CONTRACTOR. DETAILS SHOWN APPLY AT ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED. ALTHOUGH DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT EVERY DETAIL IS ILLUSTRATED AND NOT EVERY EXCEPTIONAL CONDITION IS ADDRESSED.
- 3. ALL PROPRIETARY CONNECTIONS AND ELEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE
- MANUFACTURERS' RECOMMENDATIONS. 4. ALL WORK SHALL BE ACCOMPLISHED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE APPLICABLE
- CODES AND LOCAL ORDINANCES. 5. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL WORK, INCLUDING LAYOUT AND DIMENSION VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF SUBCONTRACTORS. ANY DISCREPANCIES OR OMISSIONS DISCOVERED IN THE COURSE OF THE WORK SHALL BE
- IMMEDIATELY REPORTED TO THE ARCHITECT AND STRUCTURAL ENGINEER FOR RESOLUTION. CONTINUATION OF WORK WITHOUT NOTIFICATION OF DISCREPANCIES RELIEVES THE STRUCTURAL ENGINEER FROM ALL CONSEQUENCES.
- 7. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE STRUCTURAL DRAWINGS DO NOT DESCRIBE METHODS OF CONSTRUCTION.
- 8. THE GENERAL CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PERFORM OR SUPERVISE ALL WORK NECESSARY TO ACHIEVE THE FINAL COMPLETED STRUCTURE, AND TO PROTECT THE STRUCTURE, WORKMEN, AND OTHERS DURING CONSTRUCTION. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO TEMPORARY BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EXCAVATION, FORMWORK, SCAFFOLDING, SAFETY DEVICES AND PROGRAMS OF ALL KINDS, SUPPORT AND BRACING FOR CRANES AND OTHER ERECTION
- 9. DO NOT BACKFILL AGAINST BASEMENT OR RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE TEMPORARY BRACING IS PROVIDED.
- 10. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND ANY OTHER
- SUPPORTING ELEMENTS ARE IN PLACE. 11. THE STRUCTURAL ENGINEER BEARS NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND OBSERVATION VISITS TO
- THE SITE DO NOT IN ANY WAY INCLUDE INSPECTIONS OF THESE ITEMS.

### LETTERS OF CONSTRUCTION COMPLIANCE:

- THE GENERAL CONTRACTOR SHALL DETERMINE FROM THE LOCAL BUILDING AUTHORITY, AT THE TIME THE BUILDING PERMIT IS OBTAINED. WHETHER ANY LETTERS OF CONSTRUCTION COMPLIANCE WILL BE REQUESTED
- FROM THE STRUCTURAL ENGINEER. 2. THE CONTRACTOR SHALL NOTIFY THE STRUCTURAL ENGINEER OF ALL SUCH REQUIREMENTS IN WRITING PRIOR
- TO THE START OF CONSTRUCTION.
- 3. TWO-DAY ADVANCE NOTICE SHALL BE GIVEN WHEN REQUESTING SITE VISITS NECESSARY AS THE BASIS FOR
- 4. THE GENERAL CONTRACTOR SHALL PROVIDE COPIES OF ALL THIRD-PARTY TESTING AND INSPECTION REPORTS TO THE ARCHITECT AND STRUCTURAL ENGINEER A MINIMUM OF ONE WEEK PRIOR TO THE DATE THAT THE COMPLIANCE LETTER IS NEEDED.

- 1. THE FOLLOWING SPECIAL INSPECTIONS AND TESTING SHALL BE PERFORMED BY A QUALIFIED SPECIAL INSPECTOR, RETAINED BY THE OWNER, IN ACCORDANCE WITH THE FOLLOWING SECTIONS OF IBC CHAPTER 17: A. SECTION 1704 SPECIAL INSPECTIONS, CONTRACTOR RESPONSIBILITY, AND STRUCTURAL
  - OBSERVATIONS AND THE FOLLOWING SUB-SECTIONS: 1704.2 SPECIAL INSPECTIONS
  - 1704.3 STATEMENT OF SPECIAL INSPECTIONS B. SECTION 1705 REQUIRED VERIFICATION AND INSPECTION AND THE FOLLOWING SUB-SECTIONS:
  - 1705.2 STEEL CONSTRUCTION 1705.3 CONCRETE CONSTRUCTION
- 1705.6 SOILS
- 2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION. THE APPROVED INSPECTOR MUST BE INDEPENDENT FROM THE CONTRACTOR RESPONSIBLE FOR THE WORK BEING INSPECTED
- 3. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR SHALL BE TO INSPECT AND/OR TEST THE WORK OUTLINED ABOVE AND WITHIN THE STATEMENT OF SPECIAL INSPECTIONS IN ACCORDANCE WITH CHAPTER 17 OF THE IBC FOR CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.
- 4. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR
- 5. PER SECTION 1704.2.4 THE SPECIAL INSPECTOR SHALL FURNISH REGULAR REPORTS TO THE BUILDING OFFICIAL AND THE STRUCTURAL ENGINEER. PROGRESS REPORTS FOR CONTINUOUS INSPECTION SHALL BE FURNISHED WEEKLY. INDIVIDUAL REPORTS OF PERIODIC INSPECTIONS SHALL BE FURNISHED WITHIN ONE WEEK OF INSPECTION DATES. THE REPORTS SHALL NOTE UNCORRECTED DEFICIENCIES, CORRECTION OF PREVIOUSLY REPORTED DEFICIENCIES, AND CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS AUTHORIZED BY THE STRUCTURAL ENGINEER OF RECORD.
- 6. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT WITHIN 10 DAYS OF THE FINAL SPECIAL INSPECTION STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE IBC. WORK NOT IN COMPLIANCE SHALL BE NOTED IN THE
- 7. THE CONTRACTOR SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON A MAIN WIND- OR SEISMIC-FORCE-RESISTING SYSTEM PER SECTION 1704.4. THE STATEMENT SHALL ACKNOWLEDGE THE AWARENESS OF THE SPECIAL LISTED REQUIREMENTS OF DESIGNATED SEISMIC SYSTEM OR A WIND- OR SEISMIC-RESISTING COMPONENT IN THE STATEMENT OF SPECIAL INSPECTIONS PER SECTION 1705.
- 8. EXCEPT AS NOTED. THE SPECIAL INSPECTIONS OUTLINED ABOVE ARE IN ADDITION TO, AND BEYOND THE SCOPE OF, PERIODIC STRUCTURAL OBSERVATIONS AS DEFINED IN SECTION 1704.5. STRUCTURAL OBSERVATIONS ARE INCLUDED IN THE STRUCTURAL ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES PROVIDED BY THE STRUCTURAL ENGINEER.





JVA, Incorporated 1319 Spruce Stree Boulder, CO 80302 Phone: 303,444,195 Fax: 303.444.1957 E-mail: info@jvajva.co

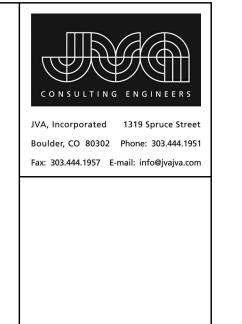
DESIGNED BY: DRAWN BY: AJT CHECKED BY: TSS JOB #: 18496 DATE: Dec 14, 2018 © JVA INC

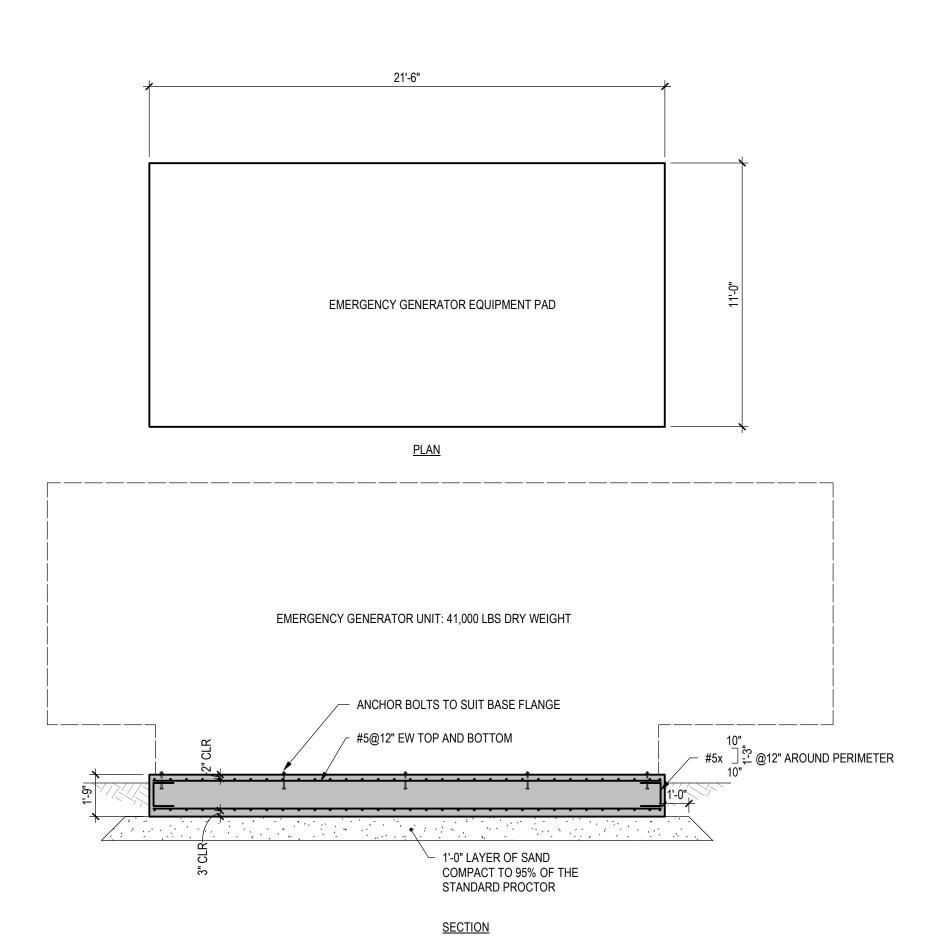
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SHEET NO.

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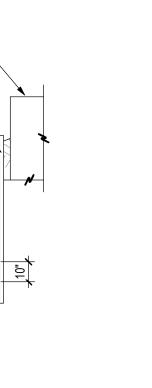


EXISTING CONCRETE SLAB —

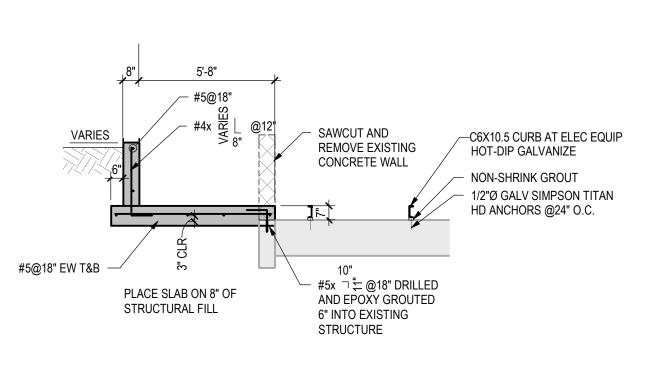
SHORE AS REQUIRE TO PROTECT EXISTING SLAB

RE: CIVIL FOR TOP OF SLAB ELEVATIONS —

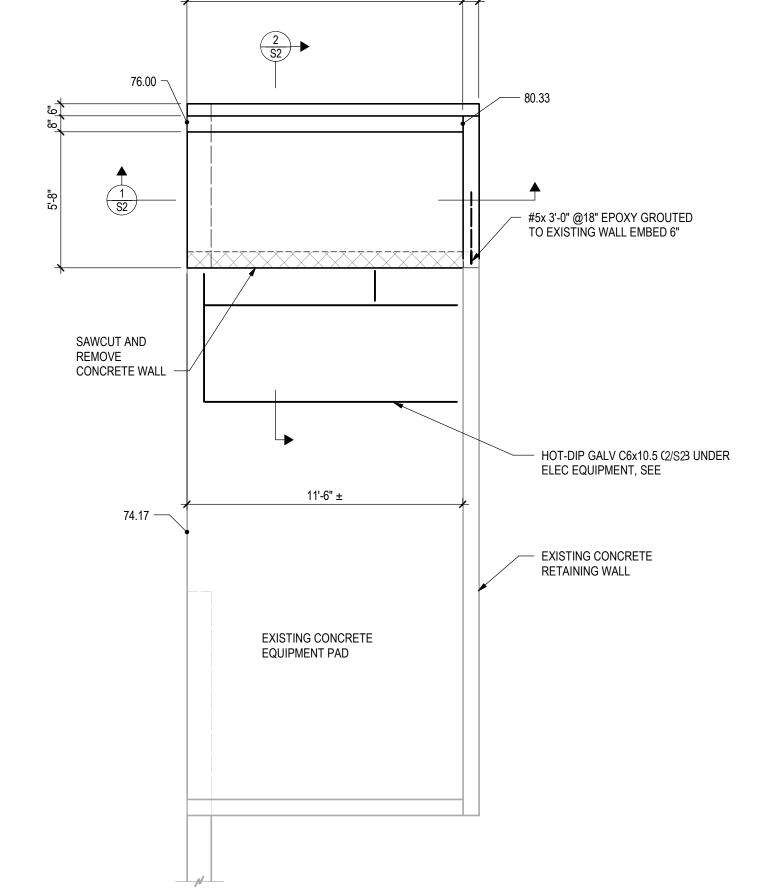
#5@18" EW











11'-6"

EQUIPMENT	PAD	<b>PLAN</b>
///" - 1' O"		

BOULDER COUNTY JUSTICE CENTER ENGINE GENERATOR 1777 6TH ST BOULDER, CO 80302 PLAN, SECTION, AND DETAILS
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DESIGNED BY:

DRAWN BY: CHECKED BY:

JOB #: DATE: AJT AJT

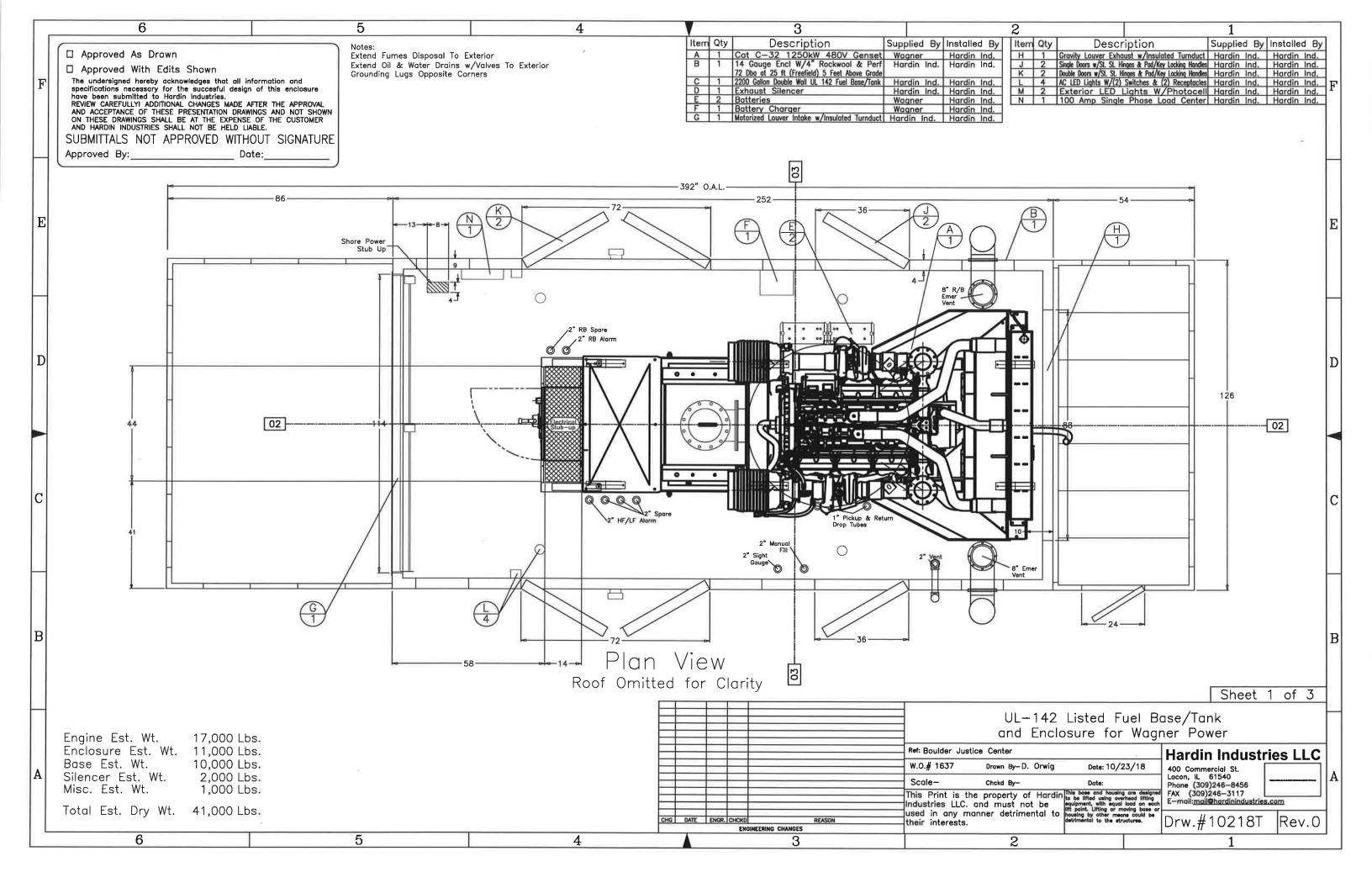
TSS 18496

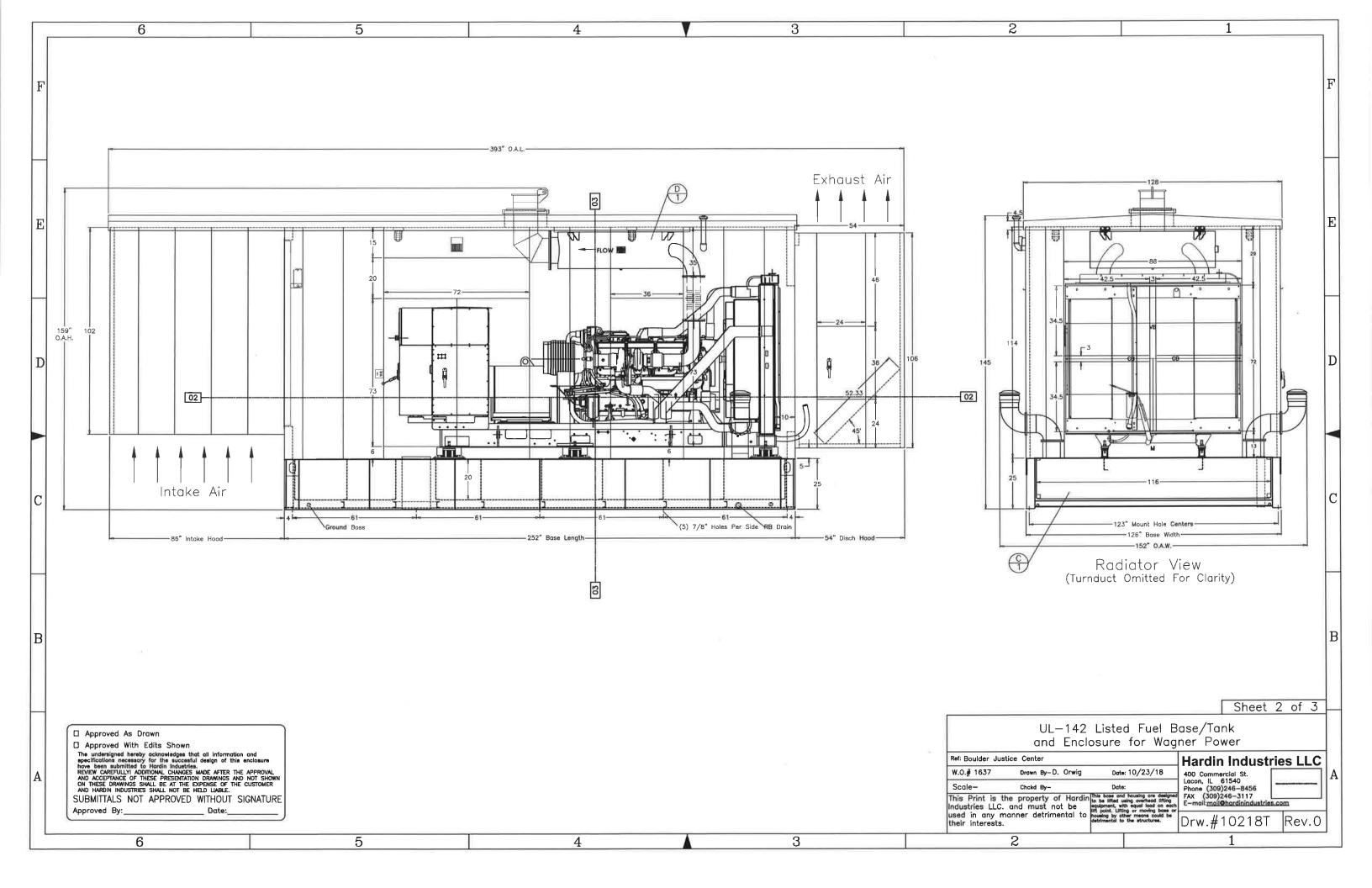
Dec 14, 2018

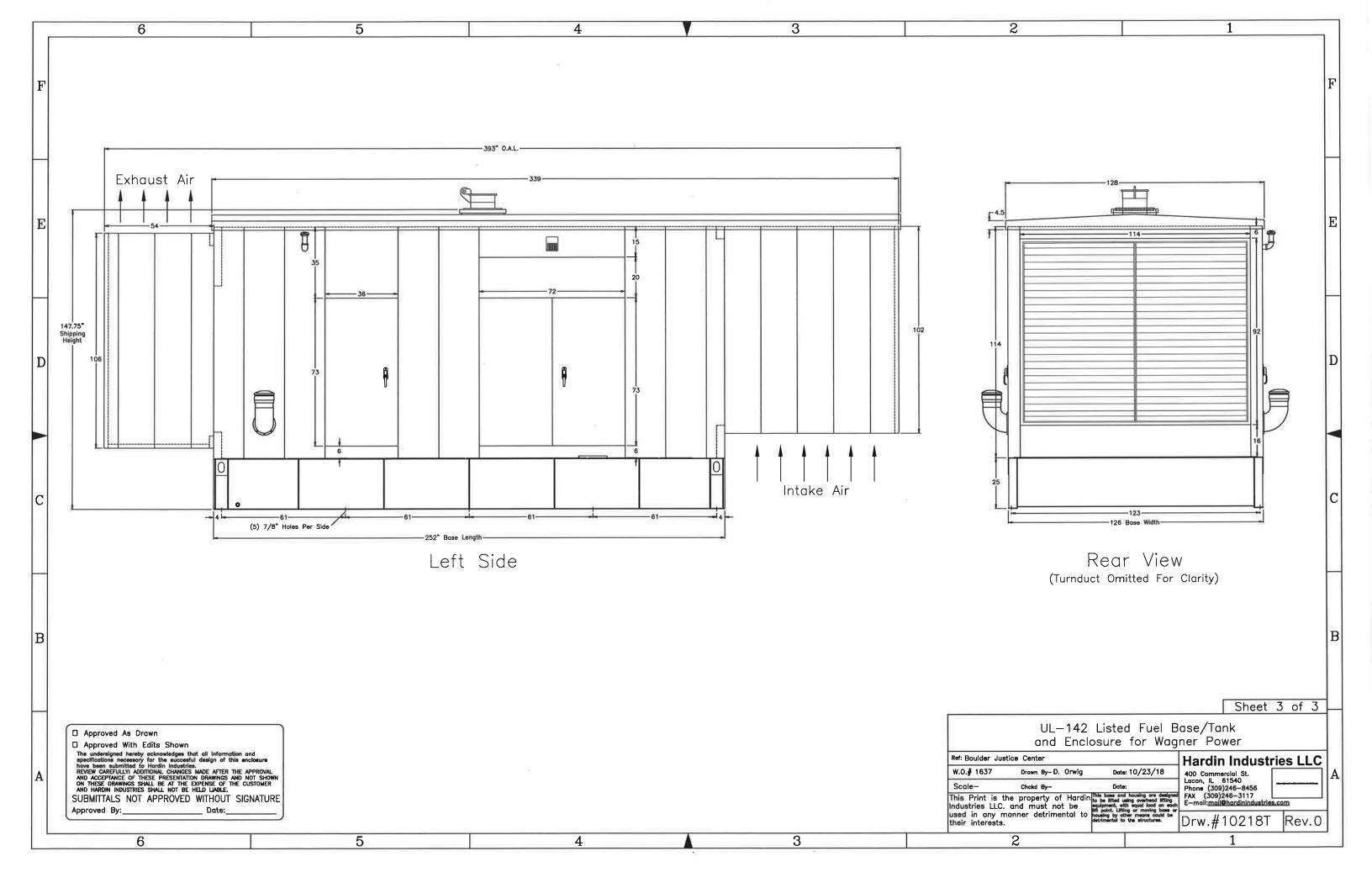
©JVA INC

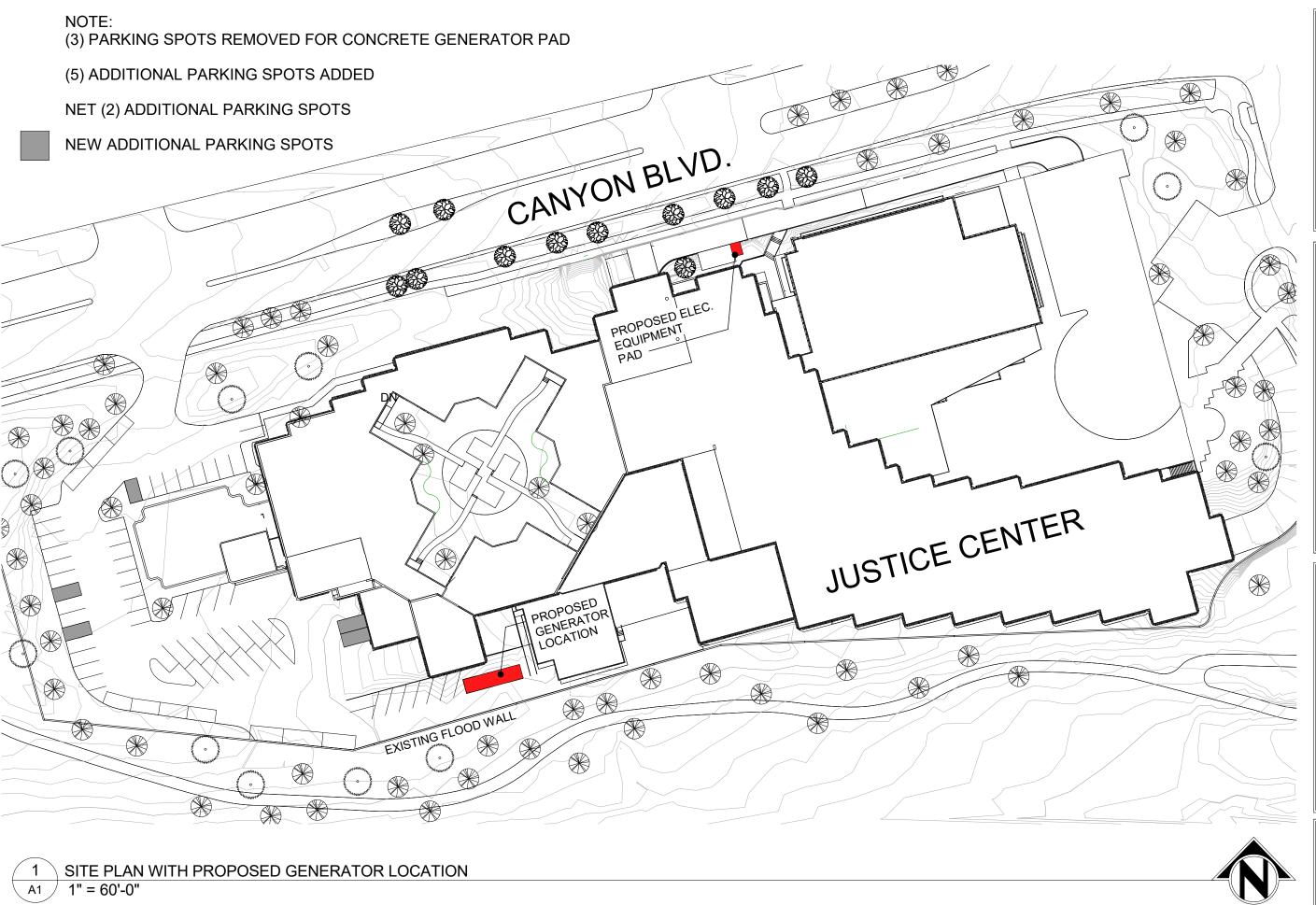
SHEET NO.

S2









Boulder County

BUILDING SERVICES DEPARTMENT ARCHITECT DIVISION

> 2020 13TH ST. BOULDER, CO 80302

P.O.BOX 471 BOULDER, CO 80306 PHONE: 303. 441.3905

# BOULDER COUNTY JUSTICE CENTER GENERATOR 2018

PROJECT JC GENERATOR

LOCATION

1777 6th ST. BOULDER, CO 80302

SHEET COVER SHEET

FILE NAME

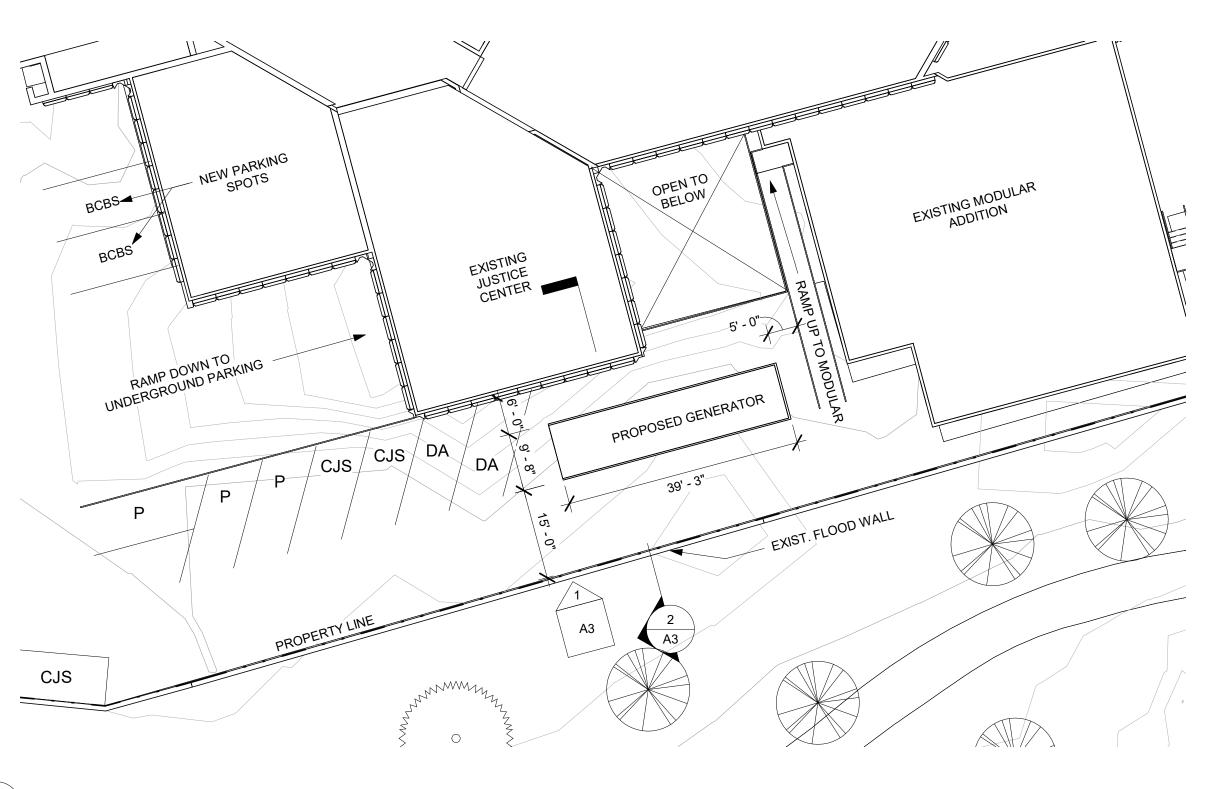
ACC'T 100097 DATE: 2-26-18

DRAWN BY: AC

CHECKED BY: SMJ

SHEET

**A1** 





BUILDING SERVICES DEPARTMENT ARCHITECT DIVISION

2020 13TH ST. BOULDER, CO 80302

P.O.BOX 471 BOULDER, CO 80306 PHONE: 303. 441.3905

# COUNTY JUSTICE CENTER GENERATOR 2018 BOULDER

**PROJECT** JC GENERATOR

**LOCATION** 

1777 6th ST. BOULDER, CO 80302

**SHEET** GENERATOR (SOUTH) SITE PLAN
FILE NAME

ACC'T 100097 DATE: 2-26-18

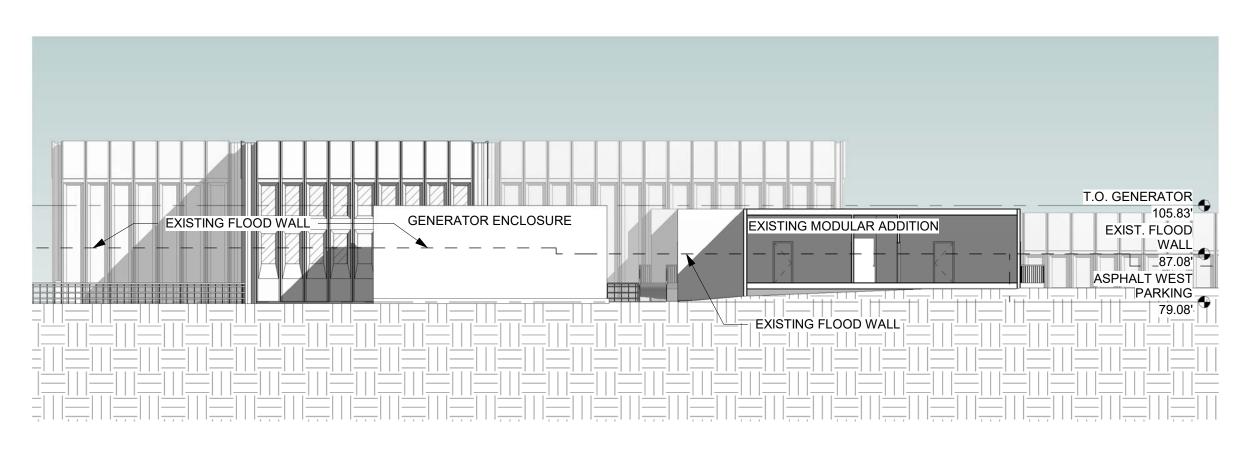
DRAWN BY: Author

CHECKED BY: Checker

SHEET

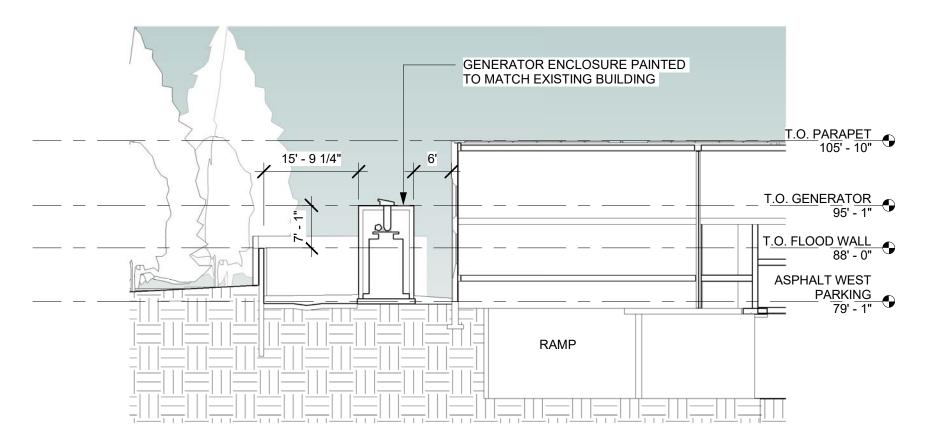
**ENLARGED GENERATOR PLAN** 

1/16" = 1'-0"



1 SOUTH ELEVATION WITH GENERATOR

A3 / 1/16" = 1'-0"



2 GENERATOR SECTION LOOKING WEST

A3 / 1/16" = 1'-0"

BUILDING SERVICES DEPARTMENT ARCHITECT DIVISION

> 2020 13TH ST. BOULDER, CO 80302

P.O.BOX 471 BOULDER, CO 80306 PHONE: 303. 441.3905

# BOULDER COUNTY JUSTICE CENTER GENERATOR 2018

PROJECT JC GENERATOR

**LOCATION** 

1777 6th ST. BOULDER, CO 80302

SHEET

GENERATOR ELEVATIONS & SECTIONS

FILE NAME

\bocofslar\ARShared\ASSET MANAGEMENT\401 - Justi PROJECTS\1131511GEN# - JC GENERATOR\DESIGN\RV

ACC'T 100097

DATE: 2-26-18

DRAWN BY: AC

CHECKED BY: SMJ

SHEET

**A3**