



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INVITATION TO BID
COVER PAGE

BID Number:	7014-19
BID Title:	Boulder County Transportation 2019 Continuing Services Concrete Pipe Products Materials Bid
BID Questions Due:	February 15, 2019
Pre-Bid Meeting:	N/A
Submittal Due Date:	February 22, 2019
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Bid Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Bid Tab Signature Page Sample Contract



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INSTRUCTIONS

1. Purpose/Background

The Boulder County Transportation Department (County), replaces a number of drainage and/or irrigation culverts both as part of routine maintenance or in response to urgent conditions. Because many of these needs are unknown the County is requesting competitive unit price bids from qualified manufacturers for concrete pipe production, both for delivery or pickup at the manufacturer's facility.

The County requests that eligible vendors submit, as part of the formal bid, competitive pricing lists based on estimated quantities provided in the Bid Tab for the pipe sizes provided. Generally, the County may have need for concrete pipe and end sections in standard sizing from 18-inch DIA through 120-inch DIA in both RCP and HERCP. There will also be a need for standard sizes of precast box culvert pipe. Finally, the County may need one or two precast inlet structures per calendar year. (Refer to the bid tabulation for exact sizes and estimated quantities.)

Note: The quantities listed for each bid item are approximate and represent the quantity the County could order in any given year. Many quantities are placeholders and represent an amount equal to one or more crossings needed to carry a drainage or waterway under a county road or driveway. There is no guarantee of quantity that the county will need for any given year.

Delivery of concrete products in Boulder County will be received at one site, a county-owned shop/yards site known as the Walden Ponds Shop. The address is 3897 N 75th Street, Boulder, CO 80301 and is shown in Attachment "A". Alternate delivery sites within Boulder County may be requested. Bidders are instructed to consider a "per mile/load" cost to be provided at the end of the bid tab.

The Transportation Department does not necessarily intend to select an individual bidder, but may choose multiple vendors that best meet the county's needs for pricing, delivery and/or availability for selected pipe sizing. As a need arises for materials, the County will request a bid from the Continuing Services vendors selected for this contract. Bids would need to match the unit prices submitted and incorporated into the contract.

The products being bid are to be used for Boulder County capital improvements only and will not include flood recovery work or FEMA reimbursable projects.

Bidders are instructed to provide a truckload price for short loads that can be used with the seller yard price for delivery pricing of significantly less than full truckloads.

Bidders are instructed to provide unit pricing that will be effective for sales orders through the end of 2019, expiring on December 31, 2019. Selected bidders may renew contracts with the County for four (4) additional years, expiring on December 31, 2023. Prior to renewing each year, vendors will be contacted for the opportunity to add a price escalation factor, if needed, to be applied to the selling price for the next calendar year.

Each bidder is instructed to submit its product data sheet(s) for the materials requested.

Specifications are attached.

2. Mandatory Pre-Bid Meeting – N/A

3. Written Inquiries

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m., **February 15, 2019**. A response from the County to all inquiries will be posted and sent via email no later than **February 19, 2019**, end of business.

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 **2:00 p.m. Mountain Time on February 22, 2019**. A bid opening will be conducted at 3:00 p.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 purchasing@bouldercounty.org; identified as **BID # 7014-19** 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 # 7014-19**, 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 the 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 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.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

REINFORCED CONCRETE PIPE, ELLIPTICAL PIPE, BOX CULVERTS, END SECTIONS AND INLET STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section includes manufacturing of reinforced concrete pipe, concrete box culvert sections and precast concrete inlet structures for storm drainage and culverts, including appurtenances normally installed as a part of these systems. Concrete pipe, concrete box culvert pipe and precast inlet structures shall be obtained from a manufacturer that is a current plant quality certified member of the American Concrete Pipe Association (ACPA), meeting all current ACPA requirements for this certification.

1.02 REFERENCES

- A. The following is a list of standards, which may be referenced in this section:
1. ASTM International (ASTM):
 - a. A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
 - b. C76, Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
 - c. C150, Standard Specification for Portland cement
 - d. C260, Standard Specification for Air-Entraining Admixtures for Concrete
 - e. C361, Standard Specification for Reinforced Concrete Low-Head Pressure Pipe
 - f. C443, Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
 - g. C507, Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
 - h. C1417, Standard Specification for Reinforced Concrete Sewer, Storm Drain and Culvert Pipe for Direct Design

- i. ASTM C1433 — Precast Reinforced Concrete Box Sections for Culverts, Storm Drains and Sewers
 - j. C1479, Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installation
 - k. ASTM C1577 — Precast Reinforced concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
 - l. C1619, Standard Specifications for Elastomeric Seals for Joining Concrete Pipe
 - m. C1628, Standard Specifications for Joints for Concrete Gravity Flow Sewer Pipe, Using Rubber Gaskets
 - n. C1677, Standard Specification for Joints for Concrete Box, Using Rubber Gaskets
2. AASHTO Standard Specifications
 - a. M 170 — Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
 - b. M 207 — Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
 - c. M 273 — Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers with Less Than Two Feet of Cover Subjected to Highway Loadings
 - d. M 259 — Precast Reinforced Concrete Box Sections for Culverts, Storm Drains and Sewers
 3. U.S. Bureau of Reclamation (USBR): M-1, Standard Specifications for Reinforced Concrete Pressure Pipe.
 4. Colorado Department of Transportation (CDOT): M Standard Plans and M Standard Project Special Details, Section 604, Standard Precast Concrete Inlet Structures

1.03 SUBMITTALS

- A. Details of fittings and specials shall be furnished for approval by ENGINEER.
- B. When requested by the ENGINEER, the CONTRACTOR shall submit to ENGINEER for approval SHOP DRAWINGS showing the exact dimension of the joints including the permissible tolerances for each size of pipe being furnished and the size, type and locations of gasket materials. Approval of the joint detail DRAWINGS shall not relieve CONTRACTOR of any responsibilities to meet all of the requirements of these SPECIFICATIONS, or of the responsibility for correctness of CONTRACTOR's details.
- C. CONTRACTOR shall cooperate with ENGINEER in obtaining and providing samples of all specified materials.
- D. At ENGINEER's request, CONTRACTOR shall submit certified laboratory test certificates for all items required in this section.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Responsibility for Material:
 1. CONTRACTOR shall be responsible for all materials intended for the WORK that are delivered to the construction site and accepted by CONTRACTOR. Payment shall not be made for materials found to be defective or damaged in handling after delivery and acceptance. Defective or damaged materials shall be removed and replaced with acceptable materials at CONTRACTOR's expense.

2. CONTRACTOR shall be responsible for the safe and proper storage of such materials.
- B. Pipe Acceptance:
1. In addition to any deficiencies not covered by ASTM C76 for non-pressurized pipe, ASTM C361 for low head pipe or ASTM C507 for Elliptical Pipe, concrete pipe, which has any of the following visual defects, will not be accepted.
 - a. Porous spots on either the inside or the outside surface of a pipe having an area of more than ten (10) square inches and a depth of more than one-half (1/2) inch.
 - b. Pipe, which has been patched to repair porous spots, cracks, or other defects, when such patching was not approved by ENGINEER.
 - c. Exposure of the reinforcement when such exposure would indicate that the reinforcement is misplaced.
 - d. Pipe that has been damaged during shipment or handling even previously approved before shipment.
 - e. Concrete pipe, at delivery to the job site, shall have cured and reach the design strength as required by ASTM C76 for non-pressurized pipe, ASTM C316 for low head pipe or ASTM C507 for Elliptical Pipe and be at least three (3) days, or seventy-two (72) hours, old.
 2. Acceptance of the pipe at point of delivery shall not relieve CONTRACTOR of full responsibility for any defects in materials due to workmanship.
- C. Pipe Handling. Unless otherwise noted or coordinated by COUNTY:
1. Round pipe up to 72" in diameter furnished by the CONTRACTOR shall be delivered to, unloaded, and distributed at the site by the CONTRACTOR. Each pipe shall be unloaded adjacent to or near the intended laying location.
 2. Round pipe larger than 72" in diameter, elliptical pipe, box culvert sections, end sections, manholes, inlet structures and accessories furnished by the CONTRACTOR shall be delivered to the site and unloaded and distributed at the site by the COUNTY.
 3. Pipe shall be handled in a manner intended to prevent damage to the pipe ends or to any coating or lining. Pipe shall not be skidded or rolled against adjacent pipe. Damaged coatings or lining shall be repaired by CONTRACTOR, at CONTRACTOR's expense in accordance with the recommendations of the manufacturer and in a manner satisfactory to ENGINEER. Physical damage to the pipe or accessory shall be repaired by CONTRACTOR at CONTRACTOR's expense, and in a manner satisfactory to ENGINEER.
- D. Gasket Storage: All gaskets shall be stored in a cool place, preferably at a temperature of less than seventy degrees Fahrenheit (70°F.), and in no case shall the gaskets be stored in the open, or exposed to the direct rays of the sun.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Precast concrete pipe, which does not conform to ASTM C76 for non-pressurized pipe, ASTM C361 for low head pipe or ASTM C507 for Elliptical Pipe or to any other requirement specified herein, shall not be approved for storm sewer or culvert installations.

- B. Allowable ASTM Specifications: All material, manufacturing operations, testing, inspection, and making of concrete pipe shall conform to the requirements of ASTM C76 for non-pressurized pipe, ASTM C361 for low-head pipes or ASTM C507 Elliptical Pipe, latest revision thereof, listed in Article References.
- C. Allowable AASHTO Specifications: All material, manufacturing operations, testing, inspection and make of concrete pipe shall conform to the requirements of AASHTO M170 for reinforced concrete pipe, AASHTO M 207 Elliptical Pipe, AASHTO M 259 Precast Box Culverts with two feet or more of cover, and AASHTO M 273 Precast Box Culverts with less than two feet of cover.
- D. Concrete Box Culverts: Unit pricing for box culverts should, at the very least, conform to ASTM C1433 and include precast boxes that may be installed with any amount of cover (0 ft. and greater).
- E. Concrete End Sections: Precast reinforced end sections shall have: (1) at least one line of reinforcement conforming to the requirements of AASHTO M 170 equivalent to the square inches per linear foot for elliptical reinforcement in circular pipe, Class II, Wall B, or (2) macro fiber at 5.0 lb/cy.
- F. Marking:
 - 1. The following shall be clearly marked on both the interior and exterior surface of the pipe:
 - a. Appropriate ASTM Specification: ASTM C76, ASTM C361, ASTM C507, or ASTM C1433.
 - b. Class and size.
 - c. Date of manufacture.
 - d. Name or trademark of manufacturer
- G. Diameter of Pipe: The diameter indicated on the DRAWINGS shall mean the inside diameter of the pipe.
- H. Wall Thickness and Class of Pipe: The wall thickness and reinforcing steel, if any, shall comply with ASTM C76 for non-pressurized pipe, ASTM C361 for low head pipe or ASTM C507 for Elliptical Pipe and the class of pipe designated on the DRAWINGS. No elliptical reinforcing shall be allowed in any circular pipe. All jacking pipe shall be specifically designed by the pipe manufacturer to withstand all forces that the pipe may be subjected to during the jacking operations.
- I. Fittings and Specials: Fittings and specials shall be made up of pipe segments having the same structural qualities as the adjoining pipe and shall have the interior treated the same as the pipe.
- J. Lifting Holes or Loops: Lifting holes (i.e., "tea cup") or loops (i.e., cast in place level lifting hooks) will be allowed for storm sewer pipe provided, however, only two lifting holes or loops per pipe length will be allowed.
- K. Cement: Unless otherwise required by ENGINEER, or specified otherwise on the DRAWINGS, Type II Modified Portland Cement complying with the requirements of ASTM C150 will normally be acceptable in the manufacture of concrete pipe.
- L. Joints:

1. The joint design for concrete pipe shall be bell and spigot or tongue and groove. Where rubber gaskets are required or specified, the bell or tongue shall be of confined gasket or single offset spigot configuration to properly contain and seat the rubber gasket. The joint assemblies shall be accurately formed so that when each pipe section is forced together in the trench the assembled pipe shall form a continuous watertight conduit with smooth and uniform interior surface, and shall provide for slight movement of any piece of the pipeline due to expansion, contraction, settlement or lateral displacement. The gasket shall be the sole element of the joint providing water tightness. The ends of the pipe shall be in planes at right angles to the longitudinal centerline of the pipe, except where bevel-end pipe is required. The ends shall be furnished to regular smooth surfaces.
2. The jointing material used for all concrete pipe storm sewer installations shall be a rubber gasketed joint. All joints and jointing material shall conform to the following minimum requirements.
 - a. Rubber Gasketed Joints:
 - 1) Rubber gasket joints for tongue and groove or bell and spigot pipe using a confined gasket joint shall consist of an O-ring rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM 361, ASTM C443, ASTM C1619, ASTM C1628 or ASTM C1677 for the pipe designated.
 - 2) Rubber gasket joints for tongue and groove or bell and spigot pipe using a single offset joint shall consist of a non-circular rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM C76 or ASTM 361 for the pipe designated. Unless otherwise approved by ENGINEER, the standard joint configuration shall be as noted in Subsection 3.04.F.
 - 3) Gaskets may be natural rubber, isoprene or neoprene conforming to ASTM C1619 and C1677.
 - b. Flexible Plastic Joint Sealing Compound: Preformed plastic gaskets will NOT be permitted as a joint sealant for storm sewer installations in lieu of rubber gaskets.
 - c. Mortared Joints: Mortared joints shall only be used in special circumstances and only where specifically authorized by ENGINEER. It is the intent of these SPECIFICATIONS to limit the use of mortared joints to the minimum extent possible except where unusual field conditions require deviation from the jointing material specified.

NOTES:

1. Where more than one type of joint is acceptable, CONTRACTOR may use either type subject to the physical characteristics and manufacturing method of the pipe and approval of ENGINEER.
2. All elliptical pipe or arch pipe shall be double gasketed, or per ASTM C443.
3. In addition to the gasket requirements, if the average joint gap in 36-inch diameter pipe or larger pipe exceeds 3/4-inch, the void shall be filled and troweled smooth with an approved

non-metallic, non-shrink grout conforming to ASTM C827 or a flexible plastic sealant conforming to ASTM C990 so to provide a smooth interior surface at the joint.

4. For pipe sizes 18-, 24-, 30-, and 36-inch in diameter, the reinforcement in the bell and spigot shall conform to ASTM C76 for the class of pipe specified or to ASTM C361 for a minimum pressure head of 25 feet.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 Including Products Liability
 *Products Liability MUST be indicated on the
 certificate of insurance

Excess or Umbrella \$1,000,000

Automobile Liability \$1,000,000 Each Accident
 *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

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



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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 completed Bid Tab and product data sheets
	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)



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BID TAB

REINFORCED CONCRETE PIPE

Item No	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
1	18" RCP Class III	320			
2	14"x23" HERCP Class III	320			
3	24" RCP Class III	240			
4	19"x30" HERCP Class III	240			
5	30" RCP Class III	120			
6	24"x38" HERCP Class III	120			
7	36" RCP Class III	120			
8	29"x45" HERCP Class III	120			
9	42" RCP Class III	96			
10	34"x53" HERCP Class III	128			
11	48" RCP Class III	120			
12	38"x60" HERCP Class III	96			
13	54" RCP Class III	96			
14	43"x68" HERCP Class III	96			
15	60" RCP Class III	180			

Item No	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
16	48"x76" HERCP Class III	120			
17	72" RCP Class III	120			
18	58"x91" HERCP Class III	168			
19	78" RCP Class III	56			
20	63"x98" HERCP Class III	120			
21	84" RCP Class III	108			
22	68"x106" HERCP Class III	64			
23	90" RCP Class III	64			
24	72"x113" HERCP Class III	64			
25	96" RCP Class III	64			
26	77"x121" HERCP Class III	64			
27	102" RCP Class III	64			
28	82"x128" HERCP Class III	64			
29	108" RCP Class III	64			
30	87"x136" HERCP Class III	64			
31	114" RCP Class III	64			
32	92"x143" HERCP Class III	64			
33	120" RCP Class III	64			
34	97"x151" HERCP Class III	64			

**BOULDER COUNTY TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION
BID TABULATION (CONTINUED)**

CONCRETE PIPE FLARED END SECTIONS (FES)

Item No.	Description	Estimated Quantity (ea)	Truckload Quantity (ea)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
35	FES 18" RCP Class III	12			
36	FES 18" synthetic fiber RCP	12			
37	FES 14"x23" HERCP Class III	12			
38	FES 14"x23" synthetic fiber HERCP	12			
39	FES 24" RCP Class III	8			
40	FES 24" synthetic fiber RCP	8			
41	FES 19"x30" HERCP Class III	8			
42	FES 19"x30" synthetic fiber HERCP	8			
43	FES 30" RCP Class III	4			
44	FES 30" synthetic fiber RCP	4			
45	FES 24"x38" HERCP Class III	4			
46	FES 24"x38" synthetic fiber HERCP	4			
47	FES 36" RCP Class III	4			
48	FES 36" synthetic fiber RCP	4			
49	FES 29"x45" HERCP Class III	4			
50	FES 29"x45" synthetic fiber HERCP	4			
51	FES 42" RCP Class III	4			
52	FES 42" synthetic fiber RCP	4			
53	FES 34"x53" HERCP Class III	4			
54	FES 34"x53" synthetic fiber HERCP	4			
55	FES 48" RCP Class III	4			

Item No.	Description	Estimated Quantity (ea)	Truckload Quantity (ea)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
56	FES 48" synthetic fiber RCP	4			
57	FES 38"x60" HERCP Class III	4			
58	FES 38"x60" synthetic fiber HERCP	4			
59	FES 54" RCP Class III	4			
60	FES 54" synthetic fiber RCP	4			
61	FES 43"x68" HERCP Class III	4			
62	FES 43"x68" synthetic fiber HERCP	4			
63	FES 60" RCP Class III	4			
64	FES 60" synthetic fiber RCP	4			
65	FES 48"x76" HERCP Class III	4			
66	FES 48"x76" synthetic fiber HERCP	4			
67	FES 72" RCP Class III	4			
68	FES 72" synthetic fiber RCP	4			
69	FES 58"x91" HERCP Class III	6			
70	FES 58"x91" synthetic fiber HERCP	6			

**BOULDER COUNTY TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION
BID TABULATION (CONTINUED)**

REINFORCED CONCRETE BOX CULVERT PIPE

Item No.	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
71	4x2 Foot CBC (Precast)	60			
72	4x3 Foot CBC (Precast)	60			
73	4x4 Foot CBC (Precast)	60			
74	5x2 Foot CBC (Precast)	60			
75	5x3 Foot CBC (Precast)	60			
76	5x4 Foot CBC (Precast)	60			
77	5x5 Foot CBC (Precast)	60			
78	6x2 Foot CBC (Precast)	60			
79	6x3 Foot CBC (Precast)	60			
80	6x4 Foot CBC (Precast)	60			
81	6x5 Foot CBC (Precast)	60			
82	6x6 Foot CBC (Precast)	60			
83	7x2 Foot CBC (Precast)	60			
84	7x3 Foot CBC (Precast)	60			
85	7x4 Foot CBC (Precast)	60			
86	7x5 Foot CBC (Precast)	60			
87	7x6 Foot CBC (Precast)	60			
88	7x7 Foot CBC (Precast)	60			
89	8x2 Foot CBC (Precast)	60			
90	8x3 Foot CBC (Precast)	60			
91	8x4 Foot CBC (Precast)	60			
92	8x5 Foot CBC (Precast)	120			
93	8x6 Foot CBC (Precast)	120			

Item No.	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
94	8x7 Foot CBC (Precast)	60			
95	8x8 Foot CBC (Precast)	144			
96	9x3 Foot CBC (Precast)	60			
97	9x4 Foot CBC (Precast)	60			
98	9x5 Foot CBC (Precast)	60			
99	9x6 Foot CBC (Precast)	60			
100	9x7 Foot CBC (Precast)	60			
101	9x8 Foot CBC (Precast)	60			
102	9x9 Foot CBC (Precast)	60			
103	10x3 Foot CBC (Precast)	60			
104	10x4 Foot CBC (Precast)	60			
105	10x5 Foot CBC (Precast)	60			
106	10x6 Foot CBC (Precast)	60			
107	10x7 Foot CBC (Precast)	60			
108	10x8 Foot CBC (Precast)	60			
109	10x9 Foot CBC (Precast)	60			
110	10x10 Foot CBC (Precast)	60			
111	11x3 Foot CBC (Precast)	60			
112	11x4 Foot CBC (Precast)	60			
113	11x5 Foot CBC (Precast)	60			
114	11x6 Foot CBC (Precast)	60			
115	11x7 Foot CBC (Precast)	60			
116	11x8 Foot CBC (Precast)	60			
117	11x9 Foot CBC (Precast)	60			
118	11x10 Foot CBC (Precast)	60			
119	11x11 Foot CBC (Precast)	60			

Item No.	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
120	12x3 Foot CBC (Precast)	60			
121	12x4 Foot CBC (Precast)	60			
122	12x5 Foot CBC (Precast)	60			
123	12x6 Foot CBC (Precast)	60			
124	12x7 Foot CBC (Precast)	60			
125	12x8 Foot CBC (Precast)	60			
126	12x9 Foot CBC (Precast)	60			
127	12x10 Foot CBC (Precast)	60			
128	12x11 Foot CBC (Precast)	60			
129	12x12 Foot CBC (Precast)	60			
130	13x3 Foot CBC (Precast)	60			
131	13x4 Foot CBC (Precast)	60			
132	13x5 Foot CBC (Precast)	60			
133	13x6 Foot CBC (Precast)	60			
134	13x7 Foot CBC (Precast)	60			
135	13x8 Foot CBC (Precast)	60			
136	13x9 Foot CBC (Precast)	60			
137	13x10 Foot CBC (Precast)	60			
138	13x11 Foot CBC (Precast)	60			
139	13x12 Foot CBC (Precast)	60			
140	14x3 Foot CBC (Precast)	60			
141	14x4 Foot CBC (Precast)	60			
142	14x5 Foot CBC (Precast)	60			
143	14x6 Foot CBC (Precast)	60			
144	14x7 Foot CBC (Precast)	60			
145	14x8 Foot CBC (Precast)	60			

Item No.	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
146	14x9 Foot CBC (Precast)	60			
147	14x10 Foot CBC (Precast)	60			
148	14x11 Foot CBC (Precast)	60			
149	14x12 Foot CBC (Precast)	60			
150	15x3 Foot CBC (Precast)	60			
151	15x4 Foot CBC (Precast)	60			
152	15x5 Foot CBC (Precast)	60			
153	15x6 Foot CBC (Precast)	60			
154	15x7 Foot CBC (Precast)	60			
155	15x8 Foot CBC (Precast)	60			
156	15x9 Foot CBC (Precast)	60			
157	15x10 Foot CBC (Precast)	60			
158	15x11 Foot CBC (Precast)	60			
159	15x12 Foot CBC (Precast)	60			
160	16x3 Foot CBC (Precast)	60			
161	16x4 Foot CBC (Precast)	60			
162	16x5 Foot CBC (Precast)	60			
163	16x6 Foot CBC (Precast)	60			
164	16x7 Foot CBC (Precast)	60			
165	16x8 Foot CBC (Precast)	60			
166	16x9 Foot CBC (Precast)	60			
167	16x10 Foot CBC (Precast)	60			
168	16x11 Foot CBC (Precast)	60			
169	16x12 Foot CBC (Precast)	60			
170	17x3 Foot CBC (Precast)	60			
171	17x4 Foot CBC (Precast)	60			

Item No.	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
172	17x5 Foot CBC (Precast)	60			
173	17x6 Foot CBC (Precast)	60			
174	17x7 Foot CBC (Precast)	60			
175	17x8 Foot CBC (Precast)	60			
176	17x9 Foot CBC (Precast)	60			
177	17x10 Foot CBC (Precast)	60			
178	17x11 Foot CBC (Precast)	60			
179	17x12 Foot CBC (Precast)	60			
180	18x3 Foot CBC (Precast)	60			
181	18x4 Foot CBC (Precast)	60			
182	18x5 Foot CBC (Precast)	60			
183	18x6 Foot CBC (Precast)	60			
184	18x7 Foot CBC (Precast)	60			
185	18x8 Foot CBC (Precast)	60			
186	18x9 Foot CBC (Precast)	60			
187	18x10 Foot CBC (Precast)	60			
188	18x11 Foot CBC (Precast)	60			
189	18x12 Foot CBC (Precast)	60			
190	19x3 Foot CBC (Precast)	60			
191	19x4 Foot CBC (Precast)	60			
192	19x5 Foot CBC (Precast)	60			
193	19x6 Foot CBC (Precast)	60			
194	19x7 Foot CBC (Precast)	60			
195	19x8 Foot CBC (Precast)	60			
196	19x9 Foot CBC (Precast)	60			
197	19x10 Foot CBC (Precast)	60			

Item No.	Description	Estimated Quantity (ft)	Truckload Quantity (ft)	Unit Price FOB Seller Yard (per ft)	Unit Price FOB Customer Yard (per ft)
198	19x11 Foot CBC (Precast)	60			
199	19x12 Foot CBC (Precast)	60			
200	20x3 Foot CBC (Precast)	60			
201	20x4 Foot CBC (Precast)	60			
202	20x5 Foot CBC (Precast)	60			
203	20x6 Foot CBC (Precast)	60			
204	20x7 Foot CBC (Precast)	60			
205	20x8 Foot CBC (Precast)	60			
206	20x9 Foot CBC (Precast)	60			
207	20x10 Foot CBC (Precast)	60			
208	20x11 Foot CBC (Precast)	60			
209	20x12 Foot CBC (Precast)	60			

**BOULDER COUNTY TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION
BID TABULATION (CONTINUED)**

PRECAST CONCRETE INLET STRUCTURES

Item No.	Description	Estimated Quantity (ea)	Truckload Quantity (ea)	Unit Price FOB Seller Yard (ea)	Unit Price FOB Customer Yard (ea)
210	Type C Inlet (35"x35" ID), 3' Inside Height w/ std highway grate	1			
211	Type C Inlet, (35"x35" ID), 4' Inside Height w/ std highway grate	1			
212	Type C Inlet, (35"x35" ID), 5' Inside Height w/ std highway grate	1			
213	Type C Inlet, (35"x35" ID), 6' Inside Height w/ std highway grate	1			
214	Type D Inlet, (35"x68" ID), 3' Inside Height w/ std highway grate	1			
215	Type D Inlet, (35"x68" ID), 4' Inside Height w/ std highway grate	1			
216	Type D Inlet, (35"x68" ID), 5' Inside Height w/ std highway grate	1			
217	Type D Inlet, (35"x68" ID), 6' Inside Height w/ std highway grate	1			
218	Type C Inlet (35"x35" ID), 3' Inside Height w/ close mesh grate	1			
219	Type C Inlet, (35"x35" ID), 4' Inside Height w/ close mesh grate	1			
220	Type C Inlet, (35"x35" ID), 5' Inside Height w/ close mesh grate	1			
221	Type C Inlet, (35"x35" ID), 6' Inside Height w/ close mesh grate	1			
222	Type D Inlet, (35"x68" ID), 3' Inside Height w/ close mesh grate	1			

Item No.	Description	Estimated Quantity (ea)	Truckload Quantity (ea)	Unit Price FOB Seller Yard (ea)	Unit Price FOB Customer Yard (ea)
223	Type D Inlet, (35"x68" ID), 4' Inside Height w/ close mesh grate	1			
224	Type D Inlet, (35"x68" ID), 5' Inside Height w/ close mesh grate	1			
225	Type D Inlet, (35"x68" ID), 6' Inside Height w/ close mesh grate	1			
226	Single Type 13/16 Curb Inlet, (26"x 40" ID), 4' Height	1			
227	Single Type 13/16 Curb Inlet, (26"x 40" ID), 5' Height	1			
228	Single Type 13/16 Curb Inlet, (26"x 40" ID), 6' Height	1			
229	Single Type 13/16 Valley Inlet, (26"x 40" ID), 4' Height	1			
230	Single Type 13/16 Valley Inlet, (26"x 40" ID), 5' Height	1			
231	Single Type 13/16 Valley Inlet, (26"x 40" ID), 6' Height	1			
232	Double Type 13/16 Curb Inlet, (26"x 85" ID), 4' Height	1			
233	Double Type 13/16 Curb Inlet, (26"x 85" ID), 5' Height	1			
234	Double Type 13/16 Curb Inlet, (26"x 85" ID), 6' Height	1			
235	Double Type 13/16 Valley Inlet, (26"x 85" ID), 4' Height	1			
236	Double Type 13/16 Valley Inlet, (26"x 85" ID), 5' Height	1			
237	Double Type 13/16 Valley Inlet, (26"x 85" ID), 6' Height	1			

**BOULDER COUNTY TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION
BID TABULATION (CONTINUED)**

Manufacturer per truckload price for short loads: _____

Delivery Premium, cost/mile/load:
(Add to FOB Seller Yard for alternate delivery sites) _____



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	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	

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

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

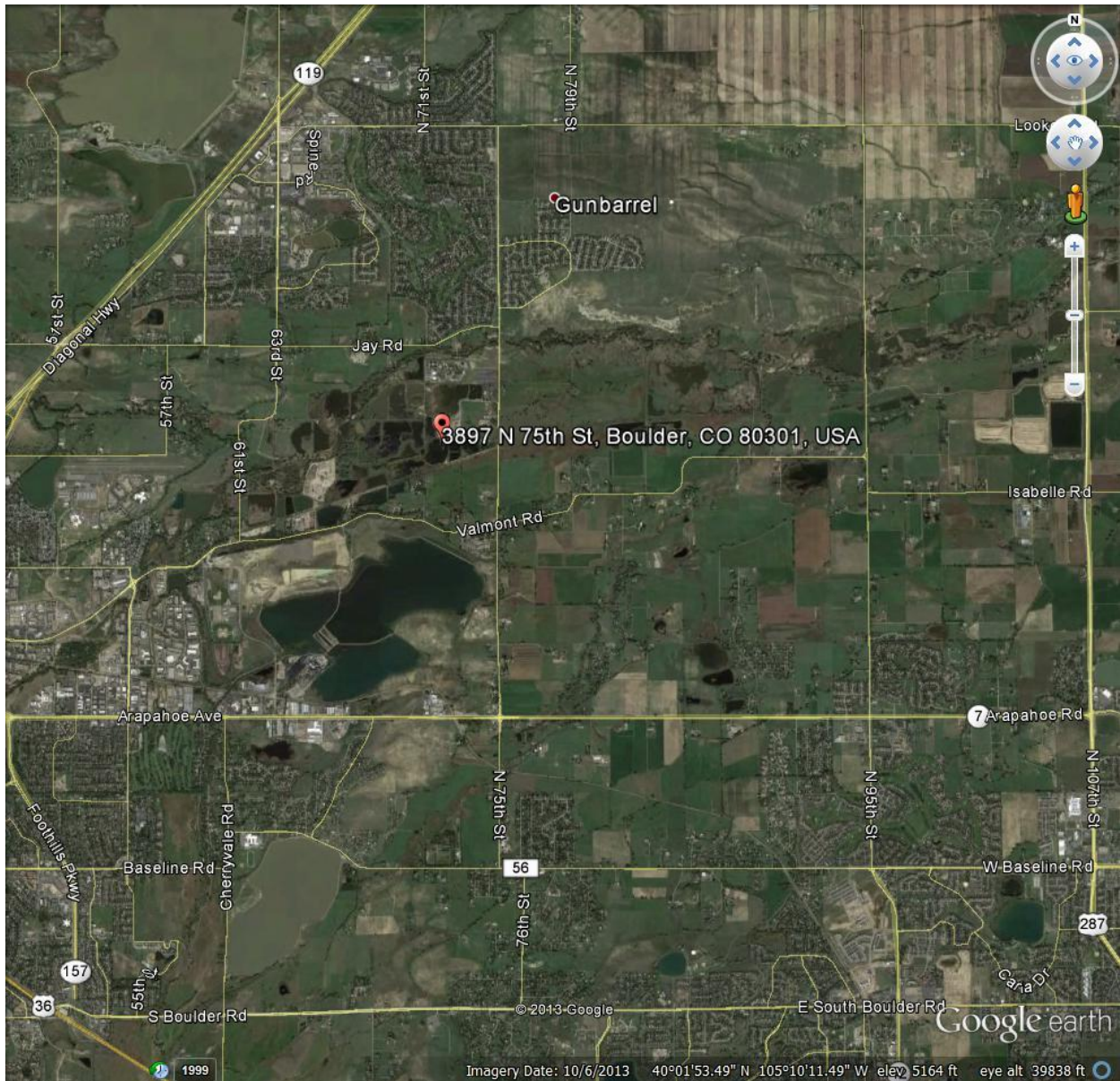
Date

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

ATTACHMENT "A"

DELIVERY SITE

3897 N 75TH STREET, BOULDER, CO 80301



Vicinity Map
(no scale)

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. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:

- a. *The Invitation for Bid and Bid Specifications of Boulder County Bid No. _____* together with any alterations and/or modifications to these Specifications (the "Bid Documents"); **[if applicable]**
- b. Contractor's proposal in response to the Bid Document (the "Proposal"); **[if applicable]**
- c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); **[if applicable]** and
- d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). **[if applicable]**

2. Work to be Performed: 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 (specify type of work) as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract: 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 (date) and shall continue through (date).

4. Payment for Work Performed: 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 date 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. 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.

7. 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.

8. 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.

9. 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.

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.

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract.

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.

This coverage may not be required if contractor is not mandated under State law to maintain this coverage.

d. **Umbrella / Excess Insurance**

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

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. **Commercial Crime Insurance / Third Party Fidelity Bond**

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 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**).

Notice of Cancellation: 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. **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. 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. **Nondiscrimination Provisions Binding on Subcontractors:** 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. **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.

13. 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.

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. Notices: 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. 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.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (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 sentence, 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 Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the

Contractor shall be liable for actual and consequential damages to the County.

18. 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.

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

20. Complete Agreement/Binding Effect: 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. 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 Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. 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.

23. 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.

24. Invalidity Provision: Should any of the provisions of this Contract 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 Contract, forthwith.

25. 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.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract

and the terms of any attachments or addenda, the terms of this Contract shall control.

27. Governmental Immunity: Nothing in this Contract 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.

28. Execution by Counterparts; Electronic Signatures: This Contract 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 Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on _____.
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

By: _____
Administrative Assistant
Clerk to the Board of Commissioners
(seal)

By: _____
Cindy Domenico, Chair,
Board of County Commissioners

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____

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: <https://e-verify.uscis.gov/enroll/>.