



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

INVITATION TO BID
COVER PAGE

BID Number: **7020-19**

BID Title: **James Construction Company**
Open Space New Access Project

Mandatory Pre-Bid Meeting: March 5, 2019
9:00 AM

BID Questions Due: March 7, 2019
2:00 PM

County Response Due: March 12, 2019
2:00 PM

Email Address: purchasing@bouldercounty.org

Documents included in this package: Bid Instructions
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Bid Tab Section
Submittal Checklist
Signature Page
Attachment A - Sample Contract
Attachment B - Location Map
Attachment C - Transportation Standards

SUBMITTAL DUE DATE: March 18, 2019
2:00 PM



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

BID INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space (BCPOS) is seeking bids from qualified and experienced Contractors for the installation of a new access way, located on the James Construction Company Open Space property at 4300 Spine Road, Boulder Colorado. These services are required in order to provide additional access to our BCPOS Agricultural property. The selected Contractor will complete all aspects of the project on or before June 1, 2019.

CONTRACT LANGUAGE:

The successful bidder will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning.

All bidders are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this BID.

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another bidder based on BID # 7020-19, re-bid the work, or proceed in any lawful manner the County deems necessary.

PRE-BID MEETING:

A Mandatory Pre-Bid meeting is scheduled for Tuesday, March 5, 2019, starting promptly at 9:00 a.m. Interested Parties are asked to meet at the James Construction Company property (Attachment B) located at 4300 Spine Road, Boulder, CO, 80301. Bids from firms not represented at the mandatory, pre-bid meeting, and site visit will not be accepted.

PAYMENT & PERFORMANCE BONDS:

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

Payment and Performance Bond requirements are addressed in the attached Sample Contract. Payment and Performance bonds will be required for bids over \$50,000.00. Bonds must be received and approved, by the County, prior to work commencing. If applicable, Retainage and a Notice of Final Settlement posting will be required.

ATTACHMENTS:

The following documents are part of this BID:

1. Attachment A:
Sample Contract
2. Attachment B:
Project Site Map
3. Attachment C:
Boulder County Multimodal Transportation Standards
 - a. Standard Drawing 13 –Private Access
 - b. Standard Drawing 14 – Access with roadside ditch
 - c. Standard Drawing 15 – Access Profiles Details – Section with Curb and Gutter

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. **March 7, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **March 12, 2019**.

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

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 March 18, 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# 7020-19** 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# 7020-19**, 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.



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

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.
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/>.



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

SPECIFICATIONS

SPECIFICATIONS:

Boulder County Parks and Open Space is seeking a contractor to construct a new vehicle access to the closed agricultural property James Construction Company, which is located at 4300 Spine Road. The proposed location for the new access is located approximately 305 feet north of the intersection of Jay Road and Spine Road. This project will consist of the removal of 30 feet of the existing curb, green space and sidewalk, in order to pour a concrete driveway that spans from the street to the property boundary, which is approximately 12 feet.

The selected contractor must follow Boulder County Multimodal Transportation Standards (See Attachment C). The new concrete driveway must be sloped from the road to the existing grade at the property boundary, as well as provide a transition to connect the existing sidewalk to the new.

Contractor Responsibilities:

- A. Supply their own clean-out device for the concrete truck because there is no supplied clean-out location on site.
- B. Mobilization and site layout.
- C. Demolition and removal from project site all existing concrete (Curb) and any necessary concrete removal from roadway to form and tie in to new concrete.
- D. Any subgrade preparation
- E. Traffic control
- F. All work is to be performed by a contractor licensed in Boulder County per Boulder County Land Use Department regulations.

The Contractor agrees to work in a timely and efficient manner, and in accordance with the contract, plans and specifications for this project to accomplish the tasks specified in the BID with minimal damage to public and private lands. The *Colorado Department of Transportation 2017 Standard Specifications for Road and Bridge Construction* is the construction standards that should be followed to complete the project.

The Contractor will be responsible for any additional surveying that may be needed to complete the work.

Cold Weather Pouring:

If project is being installed in cold weather refer to section 412.15 (*Colorado Department of Transportation 2017 Standard Specifications for Road and Bridge Construction*) Cold Weather Concrete Paving.

Fencing:

Contractor will be responsible for any fencing or barriers necessary to protect all work and ensure proper curing of all new concrete.

Equipment:

All operators shall have the appropriate licenses and skills to operate the equipment in a responsible, safe and efficient manner while being conscientious of the natural resource values. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local laws including, without limitation, and all U.S. Department of Transportation (USDOT), and the Colorado State Patrol—Motor Carrier Safety Section Regulations.

Staging Area:

All equipment must be maintained and in good working order. Continuous, excessive oil and hydraulic fluid leakage will not be tolerated and will be cause to have the machinery removed from the project site and including removal of any contaminated soil by the contractor at no cost to the County.

BCPOS will designate to the selected Contractor the potential staging areas on public lands. The County and the selected Contractor will agree upon the final staging areas.

Restroom Facilities:

The Contractor is responsible for providing nearby or on-sight portable toilet facilities for their staff. The County will designate a location for any on-sight facilities.

Access Permit:

The access permit has been applied for by the Boulder County Parks and Open Space Department.

PROJECT COMPLETION SCHEDULE:

The date of completion will be on or by **June 1, 2019**.

PERMITS, LICENSES, LOCATES AND CODES:

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

CONTRACTOR LICENSING:

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Land Use Department. Electricians and plumbers are required to be licensed through the State of Colorado and registered with the Boulder County Land Use Building Safety and Inspection Division. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado. It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

CHANGE ORDERS:

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

HOURS OF OPERATION:

Unless approved by the Parks and Open Space Project Manager, all Project work will be completed Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.



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

INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

Note that the insurance amounts listed below 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.

***This type of coverage will be required to remain in place and be maintained by the selected contractor for the 3-year period as noted after completion of the Project.**

*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
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
*Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate *Coverage maintained or extended discovery period for 3 years

W-9 REQUIREMENT:

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



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

BID TAB SECTION

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1.	<u>Site Prep</u> Mobilize; provide temporary electrical, construction fence, etc. Include special equipment rental	\$ _____
2.	<u>Excavation</u> Locating utilities, removal and disposal of existing concrete sidewalk/curb and any vegetation	\$ _____
3.	<u>Install</u> Purchasing necessary concrete and the proper bedding aggregate.	\$ _____

Selected contractor will be paid in a lump sum payment.

BID TOTAL \$ _____

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder

Date



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

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
	Copies of Certifications and/or Licenses', if applicable
	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)



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 SAMPLE CONTRACT

BOULDER COUNTY CONTRACT FOR SERVICES

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 LEGAL COMPANY NAME INCLUDING DBA ("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 Bid Specifications of Boulder County BID No. XXXX-XX and Addendum, together with any alterations and/or modifications to these Specifications ("the Bid Documents");

b. The attached Contractor's proposal in response to the Bid Document (the "Proposal") including the Contractor's fee schedule.

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

It is mutually agreed by all Parties, any unforeseen, unscheduled or unexpected change orders, modifications or additional services or additional funding required for this Project, shall be submitted by the Contractor, in a separate, written document, including an itemized fee schedule, complete description and completion schedule shall be presented to the County for review. Approval from the County, in writing, must accompany all Project Change Order requests.

3. Geographic Information System (GIS) Data: Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the County.

b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf>

c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary.

d. All spatial or georeferenced data will be provided to the county in the following coordinate system:

- i. Name:
NAD 1983 HARN State Plane Colorado
North FIPS 0501 Feet
- ii. Unit:
Foot US
- iii. Projection:
Lambert Conformal Conic
- iv. Horizontal Datum:
North American Datum 1983 HARN
- v. Vertical Datum:
North American Vertical Datum 1988
- vi. Spheroid:
GRS 1980

Additionally, Contractors are responsible for capturing section corners or quarter corners for specific projects to be added into the Public Land Survey System (PLSS) project for updating the section corners, Contractors shall provide high-accuracy PLSS monument coordinates for each corner section or quarter corner section monument used as control points or that occur within the project area ("putting it on the cap") as is reasonable, depending on the difficulty to access the point. All positions to be collected shall be required to use (at a minimum) the Real-Time Kinematic (RTK) method.

4. 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.

5. 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.

6. Payment: In consideration of the foregoing, the County hereby agrees to pay to the Contractor the amounts required for the

completion of the project at the base bid amount of \$0,000.00 (NO THOUSANDS NO HUNDREDS DOLLARS AND 00/100THS; 000.0000000.00000.0000000000.000000), all according to the provisions and subject to the conditions as set forth in the Contract Documents.

Contractor shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of applicable guaranties/warranties as specified in paragraph 9, Representations, Guaranty and Warranties, final payment shall be paid upon the satisfactory completion of the Project and provided that no claims are made against the Project, based upon responses from the Notice of Final Settlement. Contractor is responsible for submitting a final invoice for any retainage held. The County, in its sole discretion, shall determine satisfactory completion.

Invoices submitted must contain sufficient information detailing all expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed, rate per hour, number of hours worked, mileage, mileage rate, and any associated administrative fees. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

- a. Send completed invoices to:
pospayables@bouldercounty.org or to
Boulder County
Parks and Open Space Department
Attention: A/P
5201 St. Vrain Road
Longmont, CO 80503
- b. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- c. The County reserves the right to recoup any damages incurred as a result of Contractors failure to submit invoices pursuant to the terms of this paragraph.

7. Term and Time: This Contract shall begin and become effective on and as of the date of execution by the parties which date is specified on the signature page of this Contract.

It is further agreed that time is of the essence and work shall begin within five (5) days of execution of the Contract, and when a "Notice to Proceed" has been issued by the County, unless determined differently by the County, in its sole discretion, and

be COMPLETED ON DATE, WEATHER PERMITTING, unless additional time shall be allowed by the County, in writing. The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 22 of this Contract.

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

9. Representations, Guaranty and Warranties: Contractor shall furnish the County with a written guaranty covering all labor, materials and workmanship incorporated in the work for one year upon completion of the Project. Where the specifications require additional warranties or guarantees, the Contractor shall procure such warranties and deliver them to the County on completion of the work. Such warranties will not lessen the Contractor's responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern. Contractor acknowledges final payment terms as specified in paragraph 6, Payment.

Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and
- d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

10. Bond Submittal: The combined bonds are required and must be in an amount equal to one hundred percent (100%) of the contract

amount as specified in paragraph 6, Payment.

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

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

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

12. Contractor Licensing: General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Land Use Department. Electricians and plumbers must be licensed through the State of Colorado and registered with the Boulder County Land Use Building Safety and Inspection Division. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado. It is the responsibility of the Contractor to apply for and ensure the appropriate Contractor's license is obtained.

Project shall not proceed until said document(s) are received by the Parks and Open Space Contract Coordinator, as listed in paragraph 24, Notices.

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

14. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

15. 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.

16. 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.

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. Umbrella / Excess Insurance.

Umbrella/Excess Liability insurance in the amount \$3,000,000.00, 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.

The Contractor shall forward certificates of insurance directly to the Boulder County Parks and Open Space Department, 5201 St. Vrain Road, Longmont, Colorado, 80503, Attention: PARKS CONTACT, 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 shall be as follows:
County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

Certificate Holder:
Boulder County
Attn: Risk Manager
P.O. Box 471
Boulder, CO 80306

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.

17. 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).

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

19. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, as determined by the County within its sole discretion, the County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies with the nondiscriminatory provision set forth in paragraph 17 of this Contract; and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part, effective upon seven (7) days written notice to the Contractor pursuant to paragraph 22 of this Contract.

20. Subcontractors: The Contractor will include the provisions of paragraphs 17 through 19 in every subcontract, including procurement of materials and leases of equipment. The Contractor will take such action with respect to any subcontractor or procurement as the County of Boulder may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the County may, at its own discretion, enter into such litigation to protect the interests of the County.

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

22. 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 24, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall have any further liability hereunder, said Contract to cease and terminate as of such date.

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

c. In the event the County exercises either of the termination rights specified in paragraphs 22(a) or 22(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

d. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 24.

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

23. 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.

24. Notices: For purposes of the notices required to be provided under paragraphs 16, and 22, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return

Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the parties at the following addresses:

For the County: Parks and Open Space Department
Attention: *CONTACT NAME
5201 St. Vrain Road
Longmont, CO 80503
*Contract Staff@bouldercounty.org

For the Contractor: Name of Company
Project Contact
Address
City, State ZIP
EMAIL

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

25. 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.

26. 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.

27. 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.

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

of the County.

29. 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.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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, CRS §§ 24-71.3-101 to -121.

38. No Suspension or Debarment: The undersigned parties certify that they are not suspended or debarred, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

39. Water Discharge Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local

Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, zoned as Stormwater Permit Areas, Contractor must comply with the requirements of MS4 permit (COR090000) and the MS4 Program Description Documents, which are available through the Colorado Department of Public Health and Environment.

40. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to County all right, title and interest in and to any Work Product.

[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 _____.

COUNTY OF BOULDER
STATE OF COLORADO

ATTEST: _____

Chair, Board of
County Commissioners

Clerk to the Board of
County Commissioners
(SEAL)

CONTRACTOR

Name & Title

Executed by CONTRACTOR on _____.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, 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/>.

ATTACHMENT B

James Construction Company New Access



Parts &
Open Space



2018

This map represents the all parcels of land and water in the County of Green for the year of 2018. It is not intended to be used for any other purpose.

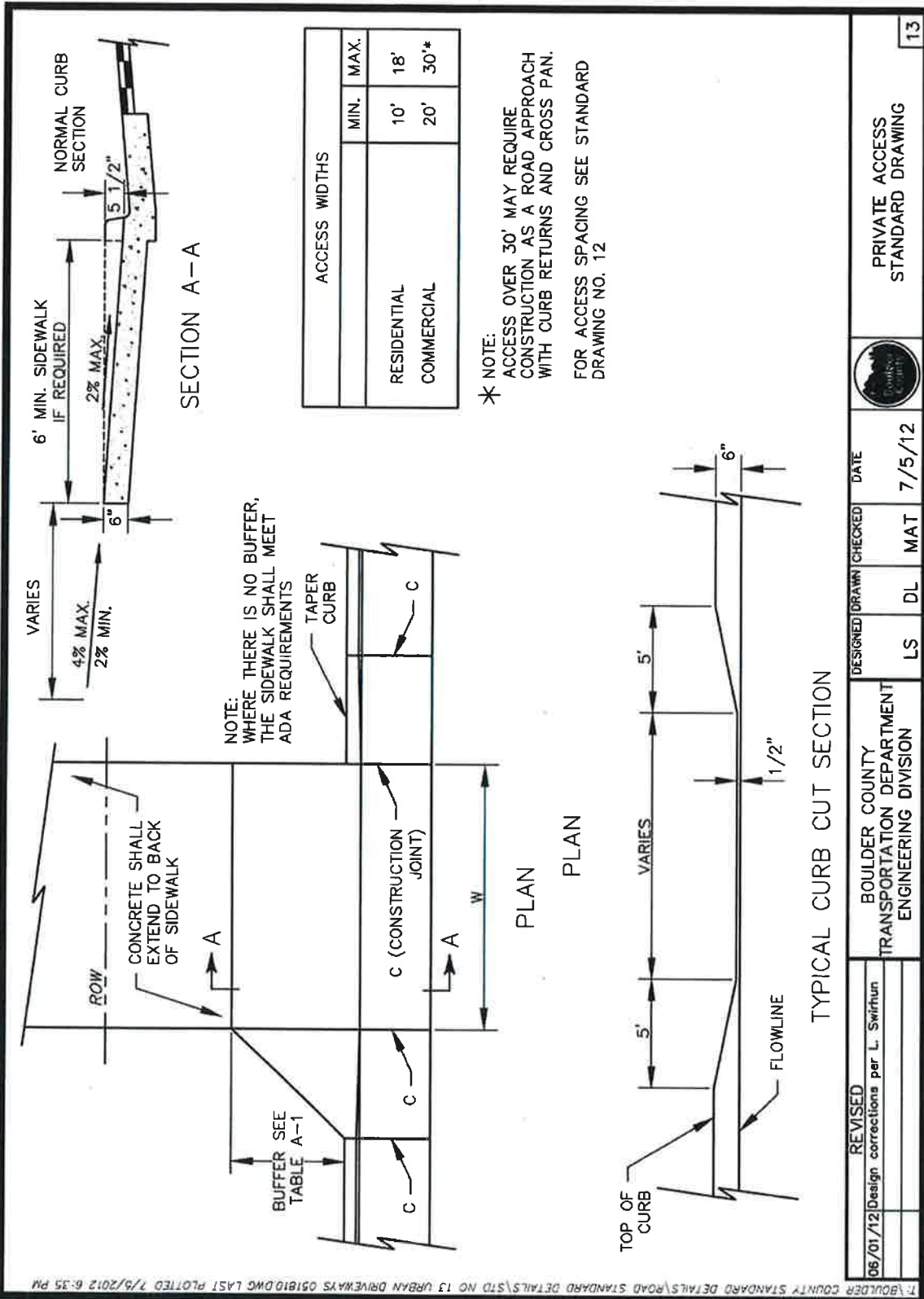
This is a preliminary map and should not be used for any other purpose.



0 1
MILES

Boulder County Multimodal Transportation Standards

Standard Drawing 13

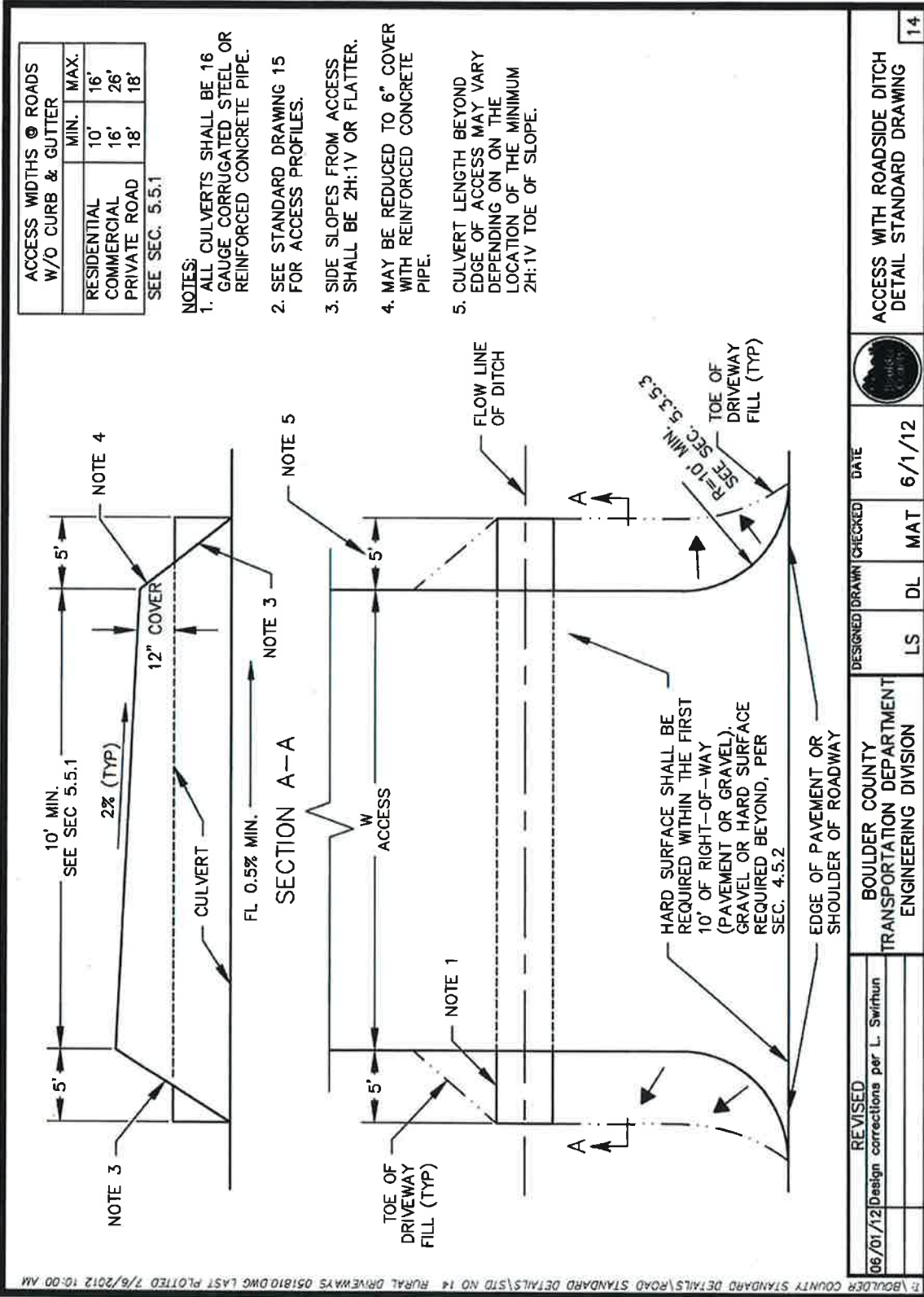


T:\BOULDER COUNTY STANDARD DETAILS\ROAD STANDARD DETAILS\STD NO 13 URBAN DRIVEWAYS 051810.DWG LAST PLOTTED 7/5/2012 6:35 PM

REVISED	DESIGNED	DRAWN	CHECKED	DATE
06/01/12				7/5/12
BOULDER COUNTY TRANSPORTATION DEPARTMENT ENGINEERING DIVISION				
LS DL MAT				
PRIVATE ACCESS STANDARD DRAWING				
13				

Boulder County Multimodal Transportation Standards

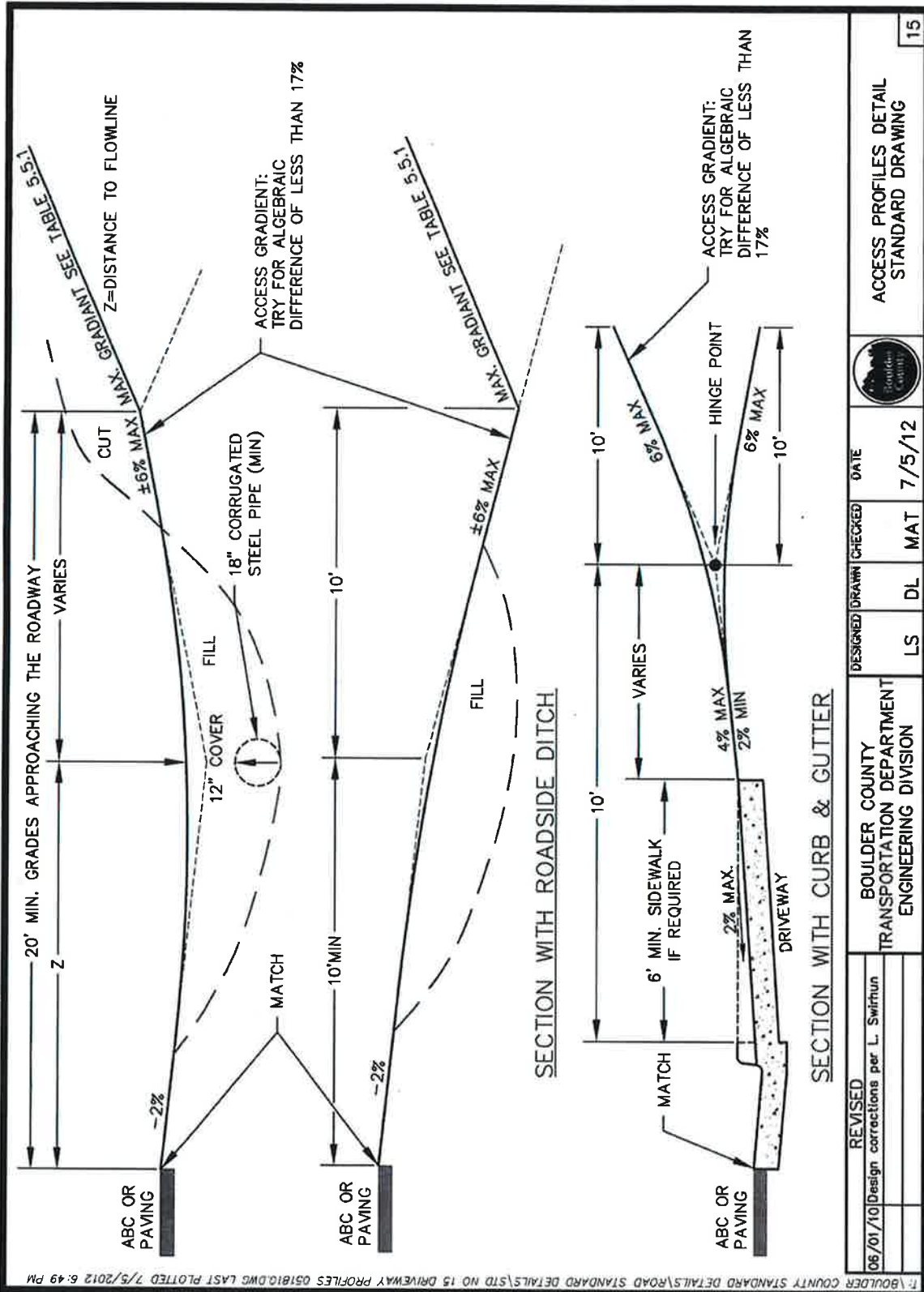
Standard Drawing 14



July 1, 2012

A-19

Standard Drawing 15



I:\BOULDER COUNTY STANDARD DETAILS\ROAD STANDARD DETAILS\STD NO 15 DRIVEWAY PROFILES 051810.DWG LAST PLOTTED 7/5/2012 6:49 PM