



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7027-19
RFP Title:	Carolyn Holmberg Preserve at Rock Creek Farm Painting Project
<u>Mandatory</u> Pre-Proposal Meeting:	Tuesday, April 9, 2019 at 9:00 a.m. Rock Creek Farm Main Parking Lot 2005 S. 112th St., Broomfield, CO 80020
RFP Questions Due:	Tuesday, April 16, 2019 at 2:00 p.m.
County Response Due:	Tuesday, April 23, 2019
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Proposal Section Signature Page Attachments A & B Sample Contract
SUBMITTAL DUE DATE:	Thursday, April 25, 2019 at 2:00 p.m.



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PROPOSAL INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space (BCPOS) is requesting proposals from qualified and experienced painting Contractors to paint of seven (7) buildings which will include barns, sheds and outbuildings, located on the Carolyn Holmberg Preserve at Rock Creek Farm Open Space property at 2005 South 112th Street, Broomfield, CO 80020. The selected Contractor will be responsible for cleaning, prepping, sanding, caulking, priming and painting the exterior of the seven (7) buildings.

This property is open to the public, is an operating farm and has residents living within the areas of buildings to be painted. All precautions should be taken to avoid disturbances of the farm operations, its residents and the public. The selected Contractor will be given access to the property and will be expected to operate within the rules and regulations of Parks and Open Space (see Attachment B).

CONTRACT LANGUAGE:

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

All proposers 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 RFP.

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 proposer based on **RFP # 7027-19** re-bid the work, or proceed in any lawful manner the County deems necessary.

PRE-PROPOSAL MEETING:

A Mandatory Pre-Bid meeting is scheduled, starting promptly at 9:00 a.m., Tuesday, April 9, 2019. Interested Parties are asked to meet at Rock Creek Farm main parking lot on the east side of the entrance drive way located at 2005 South 112th Street, Broomfield, CO 80020. **Bids from firms not represented at the mandatory, pre-bid meeting, and site visit will not be accepted.**

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Project Map
2. Attachment B: Parks and Open Space Rules and Regulations
3. Attachment C: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding **RFP # 7027-19** will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **Tuesday, April 16, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **Tuesday, April 23, 2019**.

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

SUBMITTAL INSTRUCTIONS:

Submittals 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 Thursday, April 25, 2019**.

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 **RFP # 7027-19** 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 **RFP # 7027-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

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

The Board of County Commissioners reserves the right to reject any and all proposals, 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. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, prices and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals 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 proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
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 RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer 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 "Request for Proposals" 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 proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal 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. Proposers 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. Proposers 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 proposer who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that proposer. Proposers may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

SPECIFICATIONS:

All preparation, including but not limited to: cleaning, sanding, caulking, priming and painting shall be completed in a professional manner and within a reasonable amount of time which will be agreed upon by Boulder County Parks and Open Space and the selected Contractor. Boulder County will be responsible for replacing any rotting or damaged substrates before painting begins.

The selected contractor will use his/her discretion to avoid situations where weather might affect the quality of the final product. There is potential for some small farm animals to be near, in or around several of the buildings. The selected contractor will take all precautions necessary to limit any impacts to the animals and/or the completed project.

The selected contractor will remove all trash/waste generated while conducting the project and leave site in the same condition as it was upon their arrival.

CONTRACTOR GUIDELINES AND EXPECTATIONS:

1. All substrates, including siding, trim, window frames (all visible exterior wood) to be refinished must be free of any oil, grease, mildew, mold and any other foreign matter that will compromise adhesion of new material.
2. All substrates will be scraped/sanded/wire brushed to remove any loose paint material that is present. Any chalking of material (white powder on the surface) will be cleaned with (TSP) or comparable detergent to remove as much of the powder as possible then rinsed and allowed to dry for twenty four (24) hours.
3. Any mildew or mold will be removed with a solution of one (1) part liquid bleach to three (3) parts water, or a comparable product. Apply solution and scrub, let sit for at least ten (10) minutes then rinse and let dry for at least twenty four (24) hours.
4. Where paint chips have been removed a coat of XIM Peel Bond, Sherwin Williams Prime RX Peel Bonding or comparable product will be applied to the edge where existing paint still exists and meets the substrate.
 - a. Exception; No need for this procedure on steel substrates.
5. Any original exposed wood, new wood or wood products (pressed board siding or trim, composite siding or trim, T-111, ply-wood siding or trim etc.) will be primed with an exterior primer sealer.

- a. Examples of acceptable product are: Ben Moore Exterior Fresh Start primer, Diamond Vogel Diamond Prime, Sherwin Williams Multi-Purpose Primer or Sherwin Williams Quick Dry Stain Blocking Primer (for spot priming only).
6. Exposed Steel, galvanized and aluminum substrates will be cleaned and primed with adequate primer for that substrate. Either an acrylic or solvent based primer will be adequate. The selected Contractor shall Supply Boulder County with the technical data sheet on the product chosen when submitting bids. If galvanized metal is new it must either be wiped down with a solvent to remove the film of oil on it from manufacturing or weathered for six (6) months.
7. New or exposed masonry substrates will have a block filler applied prior to applying any primer or finish. New masonry must cure for at least thirty (30) days or to the manufacturer recommendations for the material being used. The selected Contractor shall supply Boulder County with the technical data sheet for the chosen product when submitting bids.
8. Caulking will be an acrylic siliconized caulk to meet at least ASTM C-90 specification. All joints vertical and horizontal a quarter inch ($\frac{1}{4}$) inch or less will be filled (do not caulk the lap on lap siding). Anything over a quarter inch ($\frac{1}{4}$) will be filled with a backing rod prior to filling. Caulking will be applied after all priming is complete. The selected Contractor shall supply Boulder County with the technical data sheet for the chosen caulking material when submitting bids.
 - a. NOTE: All caulking will be applied after priming.

FINISH MATERIAL:

1. There are a number of different finish products ranging from an alkyd to latex with a flat look to gloss sheen. Boulder County's preference is a latex material 100% acrylic with a slight sheen (satin) to it.
2. Preferred finish materials include, but are not limited to: Sherwin Williams Liquid Vinyl and Sherwin Williams A-100.
3. All material will be applied according to manufacturer's recommendations. Any material that is comparable or has better specs than the products listed above will be agreed upon by the County and the selected Contractor on a case by case basis. If material is different than what is listed above, the selected Contractor shall supply Boulder County with the technical data sheet for the chosen material when submitting bids. No flat finishes will be accepted.
4. Boulder County reserves the right to inspect preparation during the process and after it is complete. Any discrepancies will be reconciled prior to any finishes being applied to the buildings.
5. Boulder County reserves the right to question or deny any materials proposed for this project.

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 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.

PROJECT COMPLETION SCHEDULE:

The successful proposer will have **one hundred (100)** business days after execution of a contract and written notice to proceed to complete the work.

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:

Contractor work hours shall be designated as **Monday through Friday, 8:00 a.m. to 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.



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

W-9 REQUIREMENT:

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



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SUBMITTAL CHECKLIST

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

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name of your company / organization
	Type of organization (Corporation, Partnership, etc.)
	Address
	Name and Address of the Partners and Subcontractors if applicable
	Contact Person(s)
	Telephone, fax, and email
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	Submit a copy of any contract you would require to be executed in this process
	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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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following.

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Ability of the vendor to provide quality and timely products and services	20
Proposed timeline	10
Qualifications and experience of the vendor	30
Project approach	20
Total cost of project that provides the best quality for the County	20
Total Possible	100



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PROPOSAL SECTION

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1.	Feed Shed (557.5 Sq. Ft.)	\$ _____
2.	Milking Barn (2992 Sq. Ft.)	\$ _____
3.	Feeder Barn north (6250 Sq. Ft.) No siding on the east side	\$ _____
4.	Loafing Shed north (851 Sq. Ft.) No siding on the south side	\$ _____
5.	Hay Barn (1697.76 Sq. Ft.) No siding on the south side	\$ _____
6.	Milk House east (327.7 Sq. Ft.)	\$ _____
7.	Main Hay Barn (3069 Sq. Ft.)	\$ _____

TOTAL \$ _____

Company Name

Name of person and title submitting PROPOSAL (PLEASE PRINT)

Signature of Bidder

Date



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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.

Carolyn Holmberg Preserve at Rock Creek Farm



ATTACHMENT B

RESOLUTION NO. 2018-08

A RESOLUTION CONCERNING RULES AND REGULATIONS FOR BOULDER COUNTY PARKS & OPEN SPACE AREAS (Superseding Resolution No. 2016-25).

WHEREAS the Board of County Commissioners ("Board") is empowered by § 29-7-101(2), C.R.S. and § 30-15-401, C.R.S., as amended, to adopt rules and regulations pertaining to Boulder County Parks & Open Space areas; and

WHEREAS, Boulder County, through the Board, has elected to adopt such Rules and Regulations; and

WHEREAS, these Rules and Regulations are for the sole purpose of managing and protecting property which Boulder County owns, leases or otherwise manages as Parks & Open Space areas and will be enforced in accordance with established resources and operating procedures; and

WHEREAS, enactment of these Rules and Regulations constitutes neither a waiver of governmental immunity pursuant to §§ 24-10-101, et seq., C.R.S., as amended, nor the assumption of any duties of care to any person.

NOW, THEREFORE, BE IT RESOLVED that the prior Resolutions listed above concerning Rules and Regulations governing Boulder County Parks & Open Space areas are superseded by the following:

1. Resource Protection

- (a) It shall be unlawful for any unauthorized person to remove, move, destroy, mutilate, collect, or deface any natural or man-made object within any Boulder County Parks & Open Space area, including, but not limited to: trees, down timber or branches, shrubbery, plants, flowers, rocks, fences, signs, kiosks, restrooms, tables, benches, cultural resources, and trash containers.
- (b) It shall be unlawful to install or replace rock bolts, plant vegetation of any type or any other type of landscape material, or establish or construct trails or other facilities for public or private use without the written permission from the Director of the Boulder County Parks & Open Space Department ("Director").

2. Wildlife

- (a) It shall be unlawful for any person to feed, hunt, pursue, trap, molest, disturb, or kill any wildlife, or for any person to allow any domestic animal to do the same, at any time within any Boulder County Parks & Open Space area, except where and when such activities are permitted by action of the Board or by written permission from the Director and except as provided for in Rule 3 below. This provision shall not apply to any county, state, or federal government personnel authorized by the Board to carry out a wildlife management program through law or county-approved rules and regulations.
- (b) It shall be unlawful for any unauthorized person to relocate or release any animal within Boulder County Parks & Open Space areas.

3. Fishing Regulations

Fishing is permitted in accordance with the Colorado Wildlife Commission's land and water regulations, except in open space areas designated and posted with special Boulder County Parks & Open Space regulations. Ice fishing is prohibited on all Boulder County Parks & Open Space areas, unless the area is specifically posted to allow ice fishing. It shall be unlawful to violate special fishing regulations posted within any Boulder County Parks & Open Space area. Rules and Regulations, fees, and special permit requirements shall be determined by the Board and posted at affected Boulder County Parks & Open Space areas. The Board and the Director may modify these regulations or create new ones when deemed necessary for repairs, wildlife, vegetation, and/or public safety concerns. The Director, within two days of modifying or creating any regulations under this Paragraph, sends notification to the Board of such action. The Board may, at a regularly scheduled business meeting, rescind or modify the decision by the Director. Only that portion of any decision by the Director that is specifically approved by the Board shall continue to be effective.

Unless otherwise posted or provided in these rules and regulations, float tubes, as defined under the boating regulations below, shall be permitted in conjunction with fishing wherever fishing is permitted within Boulder County Parks & Open Space areas.

It shall be unlawful to use seines, cast nets, and/or live traps on any body of water within Boulder County Parks or Open Space areas.

(a) Walden Pond Wildlife Habitat:

- i. Fishing in Wally Toevs Pond shall be limited to senior citizens (ages 64 and over) and their companions (ages 15 years or younger) and anglers with disabilities and their companions.
- ii. It shall be unlawful to exceed the posted creel limit.
- iii. All other ponds at Walden Ponds Wildlife Habitat are designated as catch and release fishing for largemouth and smallmouth bass. At these ponds anglers must use terminal tackle, such as flies and lures. Creel limits for all species other than largemouth and smallmouth bass must adhere to Colorado Parks and Wildlife Commission regulations.
- iv. Fishing is prohibited on Cottonwood Marsh Lake.
- v. All vessels and float tubes are prohibited.

(b) Cattail Ponds at the Boulder County Fairgrounds:

- i. All vessels and float tubes are prohibited.
- ii. Fishing is limited to people under 16 years of age.

(c) Lagerman Reservoir:

- i. Vessels at Lagerman Reservoir are limited to non-motorized vessels and motorized vessels with electric motors or gasoline motors of 8 horsepower or less.
- ii. Vessels are restricted to wakeless speeds (less than five miles per hour).
- iii. All largemouth and smallmouth bass possessed must be 15 inches or greater in length. All tiger muskie possessed must be 36 inches or greater in length and the creel limit is one. The creel limits for all species shall adhere to the Colorado Wildlife Commission regulations (creel limit for largemouth and smallmouth bass is five each).

(d) Stearns Lake at Carolyn Holmberg Preserve/Rock Creek Farm:

- i. All largemouth and smallmouth bass possessed must be 15 inches or greater in length. All tiger muskie possessed must be 36 inches or greater in length and the creel limit shall be one. The creel limits for all species shall adhere to the Colorado Wildlife Commission regulations (creel limit for largemouth and smallmouth bass is five each).
- ii. All vessels and float tubes are prohibited.

(e) Pella Crossing:

- i. All ponds at Pella Crossing are designated as catch and release fishing for largemouth and smallmouth bass. Anglers must use terminal tackle, such as flies and lures. Creel limits for all species other than largemouth and smallmouth bass must adhere to the Colorado Wildlife Commission regulations.
- ii. Fishing is prohibited on Webster Pond.
- iii. Non-motorized, portable vessels are allowed on Lake Sunset, Heron Lake, and Dragonfly, Poplar, and Clearwater Ponds. Such use is allowed only for the purpose of fishing.

(f) Twin Lakes:

- i. All vessels and float tubes are prohibited.

(h) Mud Lake:

- i. All vessels and float tubes are prohibited.

4. Projectiles, Weapons and Explosives

It shall be unlawful to carry or discharge on or into any Boulder County Parks & Open Space area, firearms (concealed or otherwise), projectile weapons, or explosives of any kind including but not limited to hand guns, rifles, shotguns, fireworks, BB guns, pellet guns, rockets, air guns, paint ball guns, blow guns, crossbows, longbows, and slingshots, except as expressly mandated by Article 12 of Title 18 of the Colorado Revised Statutes, as amended. Peace officers on official duty and Boulder County Park Rangers engaged in official wildlife management operations are excepted, as are residential tenants of the county within their living quarters and events under lease at the Boulder County Fairgrounds.

Further exceptions may be permitted only with written permission from the Board or the Director.

5. Domestic Animals/Livestock

- (a) Any dog or other domestic animal within a Boulder County Parks & Open Space area shall be restrained by a leash, cord, rope, or chain and under physical control of a person, except as otherwise provided for in this paragraph or posted with approval from the Board. Any owner/keeper accompanying a dog in an off-leash area must have the ability to restrain his or her dog when requested by Parks & Open Space staff.
- (b) It shall be unlawful for any owner/keeper to allow his or her domestic animals within a Boulder County Parks & Open Space area to engage in disorderly conduct or any activity which interferes with the health, safety, or welfare of users, livestock, other domestic animals or neighbors in the area, or which creates a nuisance, including unwanted physical contact or threatening behavior with any user, domestic animal, or livestock.
- (c) Any person who brings a dog into a Boulder County Parks & Open Space area shall pick up, carry out, and dispose of that dog's excrement.

- (d) Dogs may be prohibited on specific Boulder County Parks & Open Space areas by action of the Board.
- (e) Horses must be under the physical control of a person at all Boulder County Parks & Open Space areas except at the exhibitor and spectator areas at the Boulder County Fairgrounds and those permitted under a written grazing lease from Boulder County.
- (f) Domestic animals or livestock may be tied by a lead or rope sufficient to restrain the animals, but shall neither be left tied and unattended nor tied in any manner which damages vegetation or structures or which interferes with or disturbs the public's use of established trails, picnic areas, or campsites.
- (g) All feed provided to livestock while on Boulder County Parks & Open Space trails and trailheads must be free of weeds and weed seeds. Livestock grazing is allowed only by lease or written permission from the Director or the Board.
- (h) Exceptions to this rule are permitted for the use of a dog as a service animal as long as such use is in all respects in compliance with the regulations in 28 CFR § 35.136. A service animal must be individually trained to do work or perform tasks for the benefit of its handler's disability. Provision of emotional support, well-being, comfort, or companionship do not qualify as "work" or "tasks" which may be provided by a service animal.
- (i) It shall be unlawful to confine any animal in a motor vehicle in such a manner that places it in a life or health-threatening situation by exposure to a prolonged period of extreme heat or cold without proper ventilation or other protection from such heat or cold.

6. Camping

Camping is not permitted on Boulder County Parks & Open Space areas except in designated areas at the Boulder County Fairgrounds.

7. Fire

- (a) Campfires are unlawful. Charcoal fires may be built only in established picnic and camping areas, and then only in grills and fireplaces provided by the department or in personal grills or stoves. All charcoal fires must be built in a safe manner and attended at all times. All charcoal fires must be properly extinguished and left in the provided grills. Exceptions may be granted only with written permission from the Board or the Director.
- (b) Fires may be prohibited entirely by order of the Board, the Boulder County Sheriff, or the Director by the posting of special notices or public notification through the press.
- (c) It shall be unlawful to violate an order or special notice prohibiting fires on any Boulder County Parks & Open Space area.

8. Bicycles

No person shall ride a bicycle or unicycle within any Boulder County Parks & Open Space area except on trails where such use is designated, including day-of-use and directional designations, and at the Boulder County Fairgrounds. Unless otherwise stated, the definition of bicycle shall

include: all exclusively human-powered wheeled vehicles. Gas and electric assisted bicycles are prohibited within any County Parks & Open Space area except where such use is specifically designated. Strollers and wheelchairs are exempted from this regulation and are permitted within any Boulder County Parks & Open Space area.

9. Vehicles

- (a) No person shall operate a motor vehicle, including a car, truck, motorcycle, minibike, electric assisted bicycle, snowmobile, four-wheel drive or other recreational vehicle, within any Boulder County Parks & Open Space area, unless the area is specifically designated and posted to permit the operation of such vehicle in that area. Boulder County and emergency vehicles on official business are excepted from this rule. For exceptions related to disabled access refer to Rule 9(b).
- (b) Individuals with mobility disabilities are permitted to use wheelchairs and/or manually-powered mobility aids on any trail open to pedestrian use so long as they are used in a manner that is safe for the user. Individuals with mobility disabilities may use other power-driven mobility devices ("OPDMDs") on all trails open for pedestrian use unless a particular trail has been designated as being unsafe for use by OPDMDs based upon the assessment factors found in 28 CFR § 35.137(b)(2). A current list of trails that have been designated as being unsafe for use of OPDMDs shall be kept on the Boulder County Parks & Open Space web site. County personnel who have been granted authority for enforcement of these Rules and Regulations pursuant to Rule 28 shall have the discretion to temporarily designate additional trail segments or other facilities on Boulder County Parks & Open Space areas as inappropriate for use of certain classes of OPDMDs based upon current conditions that may affect the safety of the OPDMD user or other members of the public and/or harm to the immediate environment or natural or cultural resources, such as weather, trail conditions, and volume of pedestrian traffic. Use of OPDMDs within any Parks & Open Space area must be in a safe manner and is at the risk of the user. OPDMDs may not be used off trail in any Parks & Open Space area.
- (c) Vehicles must be parked only in designated areas, and/or in compliance with all posted parking signs.
- (d) Vehicles may not be parked, attended or unattended, at any time from sunset to sunrise except with permission from the Director.
- (e) Only persons with a disability may park in spaces designated for persons with disabilities. A license plate or placard obtained pursuant to § 42-3-121, C.R.S., as amended, or otherwise authorized by § 42-4-1208 (4), C.R.S., as amended, shall be displayed at all times while vehicle is parked in such aspace.
- (f) It shall be unlawful to park in a manner that impedes the safe flow of traffic.

10. Advertising and Signs Prohibited

Posting of signs, advertisements and flyers or placement of brochures on Boulder County Parks & Open Space areas or on vehicles within parking facilities is prohibited without permission from the Director.

11. Swimming and Skating

It shall be unlawful to swim, dive, ice skate, walk on ice, use any floatation device not designed for fishing, in or on any lake, pond, or stream within any Boulder County Parks & Open Space area, unless the area is specifically posted to allow such activity.

12. Littering/Dumping

- (a) It shall be unlawful to deposit or dispose of trash, garbage, rubbish, litter, debris, or other objects within any park or open space area, except that which is generated by legal activities conducted within the Boulder County Parks & Open Space area. Trash and debris legally generated within any Boulder County Parks & Open Space area must be removed or deposited in a designated trash receptacle.
- (b) It shall be unlawful to clean vehicles / livestock trailers out onto Boulder County Parks & Open Space areas, including the Boulder County Fairgrounds.
- (c) Under no circumstance may hazardous materials be deposited within Boulder County Parks & Open Space areas.

13. Glass Containers

It shall be unlawful for any person to carry or possess, outside of an enclosed vehicle, any glass bottle or other glass container within any Boulder County Parks & Open Space area, except as might be required for prescribed medical treatment or for food preparation in the concession areas or campground at the Boulder County Fairgrounds. Exceptions are also made for specific events under lease at the Boulder County Fairgrounds or pursuant to the terms of an agricultural lease. Further exceptions are permitted only by obtaining written permission from the Director or the Board.

14. Smoking

Smoking is prohibited within any Boulder County Parks & Open Space area. Smoking is defined as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, plant, electronic smoking device or other combustible substance in any manner or in any form, regardless of its composition.

15. Marijuana

It shall be unlawful to consume marijuana or any marijuana derivative within any Boulder County Parks & Open Space area.

16. Alcoholic Beverages

It shall be unlawful to consume, possess, or serve alcoholic beverages, except for fermented malt beverages containing not more than 3.2% alcohol by weight, within any Boulder County Parks & Open Space area, except that qualified non-profit organizations contracting for use of facilities at the Boulder County Fairgrounds and desiring to serve alcoholic beverages may apply for a Special Events Permit issued through the Board. Further exceptions may also be granted pursuant to the terms of a lease of a Boulder County Parks & Open Space agricultural property. Vendors at the Boulder County Farmers' Market may conduct tastings at the Fairgrounds without a Special Events Permit if in compliance with the Fairgrounds Policy Manual and the lease from Boulder County to the Farmers' Market. Alcoholic beverages may be prohibited on specific Boulder County Parks & Open Space areas by action of the Board.

17. Hours

Boulder County Parks & Open Space areas shall be open for daytime use only, between sunrise and sunset, with the exception of the trail corridors for the Longmont-to-Boulder (LoBo) Trail, Coalton Trail, Coal Creek Trail, Rock Creek Trail, Meadowlark Trail, US 36 Bikeway, Boulder Canyon Trail, Open Sky Loop trail adjacent to Pike Road, and Mayhoffer-Singletree Trail. These trail corridors and neighborhood connecting spurs shall be open 24 hours per day. Further exceptions are permitted only by obtaining written permission from the Director or the Board.

18. Research Projects

All research projects to be conducted within any park or open space area must be reviewed and written authorization granted in advance from the department.

19. Commercial Activity

It shall be unlawful for any person, acting individually or on behalf of a business or organization, to use any Boulder County Parks & Open Space area for any commercial purpose (such as races or events; filming movies or commercials; guiding service; equipment demonstrations; riding activities of a commercial horse stable, riding school, or livery). Individuals engaging in still camera photography are exempt as are nonprofit tax exempt entities and anyone acting pursuant to the terms of a lease.

20. Special Use Permits

Special use permits are required for any group of 25 or more. Requests must include the group affiliation, dates and time of use, trails or areas to be used, and other details of the use. If, in the opinion of the Board or the Director, the activity will cause significant impact to the natural environment or will require significant departmental resources, the county may prescribe a fee that includes the costs expected to be incurred by the department, or deny permission for the activity.

21. Disorderly Conduct

It shall be unlawful for any person to engage in disorderly conduct or any activity within a Boulder County Park and Open Space area which interferes with the health, safety, and welfare of users or neighbors in the area, or which creates a nuisance (including amplified sound). Exception from the ban on amplified sound is made for leased events at the Boulder County Fairgrounds.

22. Trail Use

- (a) It shall be unlawful for any trail user to fail to yield to other trail users in the manner defined herein or as otherwise posted at trailheads. The appropriate order for yielding the trail right-of-way is as follows: All users yield to equestrians, bicyclists yield to pedestrians, and bicyclists headed downhill yield to bicyclists headed uphill. Yielding the right-of-way requires slowing down to a safe speed, being prepared to stop, establishing communication, and passing safely.
- (b) The Board may, by resolution, adopt use restrictions on specific trails or Parks & Open Space areas when such restrictions are necessary for resource protection or safety related issues. Such restrictions shall be posted at the trailheads.

23. Closures

- (a) Boulder County Parks & Open Space areas being managed for agricultural purposes, whether by the department or a lessee, are closed to the public unless trails and other related facilities are designated for another purpose by the Board. It shall be unlawful for any unauthorized person to enter such closed areas.
- (b) The Board or the department may from time to time determine that closure of Boulder County Parks & Open Space areas to the public and/or to certain animals is necessary or desirable due to wildlife, vegetation, management review, contractual agreement, public safety concerns, and/or other resource protection needs. The Board may designate an area as closed temporarily, permanently, or for an indefinite period of time. The Director or his or her designee may also designate an area closed, temporarily, for a period not to exceed four weeks, and within two business days of making such a decision, shall send notification of the closure to the Board. The Board may, at a regularly scheduled business meeting, rescind, extend, or otherwise modify the decision by the Director or his or her designee. It shall be unlawful for any unauthorized person to enter areas that are closed. All closures, whether temporary, permanent, or indefinite, and whether by the Board or by the Director, shall be designated at the site of the closure and on the Boulder County Parks & Open Space website.
- (c) Operators of remote-controlled gliders may apply to the Director or the Board for permission to retrieve gliders that may land on the Lindsay Open Space property.

24. Other Prohibited Activities

- (a) Other prohibited activities include: polluting land, water, or air; golfing; hanggliding; paragliding; parapenting; parachuting; parasailing; the use of remote-controlled land, water, or air-borne devices; mountain skateboards; mountain ski-bikes; off-road roller blades; and similar devices unless the activity is permitted in a lease at the Boulder County Fairgrounds.
- (b) Except for emergency landings, it shall be unlawful to take off, operate, or land with any motorized or non-motorized aircraft within Parks & Open Space areas. "Aircraft" includes but is not limited to: airplanes, helicopters, ultralights, gliders/sailplanes, and hot-air balloons except as permitted by current Boulder County Parks & Open Space policies for unmanned aircraft systems or the conditions of a lease at the Boulder County Fairgrounds.
- (c) Special regulations may apply to buildings open to the public on Boulder County Parks & Open Space areas. These regulations shall be approved by the Board. Such regulations will be posted on site.
- (d) It shall be unlawful to take-off, land, or operate any unmanned aircraft system (drone) on Boulder County Parks & Open Space areas unless permitted by the Director. No person shall operate an unmanned aircraft system so as to endanger, harass, harm, or injure any person, companion animal, livestock, or wildlife on Boulder County Parks & Open Space areas.

25. Regulatory Signs

It shall be unlawful to violate any official rule or regulation posted on a sign.

26. Fairgrounds Campground

It shall be unlawful to violate the following rules and regulations for the Boulder County Fairgrounds.

- (a) Length of stay at the campground is not to exceed a total of fourteen days within a given calendar year. Campsites must be occupied during stay. Extensions may be permitted only by obtaining written permission from the Fairgrounds Manager.
- (b) Checkout time for those staying at the campground is 10:00 a.m. the morning following a paid night's stay.
- (c) Quiet hours at the campground are between the hours of 9:00 p.m. and 6:00 a.m.
- (d) Discharge of gray or black water from motor homes, campers or trailers is permitted only at the designated dumpsite.
- (e) Permits for camping in designated areas must be kept current or secured in advance from the Fairgrounds staff or onsite paystation. Payment for that day must be received by 10:00 am or within one hour after arrival to the campground.
- (f) Livestock are prohibited in the campground.
- (g) Within the exhibitor and spectator areas at the Boulder County Fairgrounds, livestock must be penned or tied in the barn areas or otherwise under the physical control of a person. Livestock is defined as: "farm animals, raised for human use or profit (cattle, horses, goats, hogs, sheep, etc.)"
- (h) Campground restrooms and showers may be used by registered campers only.
- (i) It shall be unlawful to violate any rule or regulation contained in the Boulder County Fairgrounds Manual. Violations may result in a fine and/or expulsion from the campground.

27. Boating

- (a) Boating is only permitted on waterways which are owned and/or managed as Boulder County Parks & Open Space areas if the waterway is specifically posted to allow boating and if in compliance with Article 13 of Title 33, C.R.S., as amended.
 - i. "*Vessel*" means every description of watercraft used or capable of being used as a means of transportation for persons and property on the water, other than single-chambered air-inflated devices, float tubes, or seaplanes.
 - ii. "*Float tubes*" means a single person inflatable watercraft designed for fishing and in which a fisherman is submerged below the water level. If the fisherman sits above the surface of the water, the watercraft shall be considered a vessel and is subject to the rules and regulations related to boating.
 - iii. "*Portable vessels*" means non-motorized car top boats that can be lifted onto and taken from the top of a passenger vehicle such as kayaks, stand-up paddleboards, surfboards, and canoes.
- (b) Any vessel powered by the wind such as sailboats and sailboards are specifically prohibited on all Boulder County Parks & Open Space waters.
- (c) Motorized vessels are prohibited on all Boulder County Parks & Open Space waters, with the

exception of Lagerman Reservoir, which allows motorized vessels with electric or gasoline powered motors of 8 horsepower or less. Any motorized vessel with a motor larger than 8 horsepower shall have that motor's propeller lifted out of the water at all times.

28. Interference

It shall be unlawful to interfere or attempt to interfere with any Boulder County Park Ranger or other Open Space employee who is acting in the performance of his or her duties on Parks & Open Space lands or waters or to give false or misleading information with the intent to mislead said person in the performance of his or her duties.

29. Exceptions to the Rules and Regulations

Exceptions to these Rules and Regulations as amended, re-enacted, or re-adopted, may be granted by the Board or the Director for activities that involve the management of Boulder County Parks & Open Space areas, provided these activities are undertaken or overseen by department staff, or as provided in the terms of a lease.

30. Enforcement

Pursuant to §§ 29-7-101(2) and (3) and § 30-15-401, C.R.S. et seq., as amended, it is the duty of the Boulder County Sheriff and the Sheriff's deputies to enforce any and all of the Rules and Regulations adopted for Boulder County Parks & Open Space areas. To the extent that the Board may find it desirable to vest specific enforcement authority in designated Boulder County personnel, those individuals so vested shall also have the authority and responsibility to enforce regulations adopted for Boulder County Parks & Open Space areas. Any person who violates any of these Rules and Regulations may be expelled from Boulder County Parks & Open Space areas.

31. Interpretation of Rules and Regulations

- (a) It is hereby declared to be the legislative intent that the provisions of this resolution shall be separable, in accordance with the provisions set forth as follows: If any provision of this resolution is ruled to be invalid by any court of competent jurisdiction:
 - i. The effect of such judgment shall be limited to that specific provision or provisions which are expressly stated in the judgment to be invalid; and
 - ii. Such judgment shall not affect, impair, or nullify the validity of application of the remainder of this resolution as a whole or any other part thereof, and the rest of this resolution shall continue in full force and effect.
- (b) The enactment of this resolution or any amendment thereto shall not be construed as abating any action now pending under or by virtue of prior provisions, or discontinuing, abating, modifying, or altering any penalty accruing or about to accrue, or as affecting the liability of any person, or as waiving any right of the county under any provision existing prior to the adoption of this resolution, or as vacating or annulling any rights obtained by any person by lawful action of the county except as shall be expressly provided for in this resolution.

32. Penalties

Violation of any rule or regulation above shall be a Class 2 Petty Offense as provided for in § 29-7-101(2) and § 30-15-402, C.R.S., as amended, and punishable by fine or as otherwise provided by law.

- (a) Any person having the authority and responsibility to enforce these rules and regulations and having knowledge of any violation of the rules and regulations stated herein may

issue a citation or summons and complaint to the violator or, as set forth in Rule 32(b) herein, to a vehicle, stating the nature of the violation with sufficient particularity to give notice of said charge to the violator.

(b) Any person having the authority and responsibility to enforce the rules and regulations for Boulder County Park and Open Space areas and having knowledge of any violation of the rules and regulations stated herein may use the Penalty Assessment Procedure defined under § 16-2-201, C.R.S., as amended, by issuing the violator a penalty assessment notice and releasing the violator upon its terms or, as the law allows, by taking the violator before a county court judge. The penalty assessment notice shall be a summons and complaint and shall contain the identification of the offender, the specification of the offense, and the applicable fine. As provided in § 16-2-201(1.5), C.R.S., as amended, a penalty assessment notice may be placed on an unattended vehicle that is parked in apparent violation of any county regulation. A penalty assessment notice placed on a vehicle shall contain the license plate number and state of registration of the vehicle in lieu of the identification of the offender.

(c) When the Penalty Assessment Procedure is used, the following schedule of fines shall be used with exception for parking, weapons, hunting, and fire-related violations as noted below:

Regulations assessments:

First Offense \$75

Second Offense \$150

Third Offense \$300

Subsequent Offenses \$300 or maximum allowable by law

Weapons, hunting, interference, and fire-related assessments:

First offense \$300

Subsequent Offenses \$300 or the maximum allowable by law

Closures, disorderly conduct, resource protection and vehicles in violation of Rule 9(a):

First Offense \$150

Subsequent Offenses \$300 or the maximum allowable by law

Parking assessments for violation of Rule 9(c):

First Offense \$25

Second Offense \$50

Third Offense \$75

Fourth Offense \$100

Subsequent Offenses \$300 or maximum allowable by law

Parking assessments for violation of Rule 9 (d): \$50

Parking assessments for violation of Rule 9 (e): \$100

The department shall make available for inspection to the public a current copy of the existing rules and regulations relating to Boulder County Parks & Open Space areas.

BE IT further RESOLVED that any prior resolutions setting forth Rules and Regulations for Boulder County Parks & Open Space areas, which are inconsistent herewith, are hereby expressly repealed.

A motion to adopt this Resolution was made by Commissioner Jones,
seconded by Commissioner Domenico and adopted by a 2-0 vote.

ADOPTED this 13th day of March, 2018



BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY

Cindy Domenico
Cindy Domenico, Chair

Elise Jones
Elise Jones, Vice-Chair

(excused)
Deb Gardner, Commissioner

ATTEST:

Cecilia G. Lacey
Cecilia G. Lacey, Clerk to the Board

ATTACHMENT C
BOULDER COUNTY
CONTRACT FOR SERVICES
SAMPLE 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 **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 attached Scope of Work, or/and Bid Specifications of Boulder County RFP 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. [RESERVED]

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; 000.0000000.00000.000000000.00000)**, all according to the provisions and subject to the conditions as set forth in the Contract Documents.

Contractor shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of applicable guaranties/warranties as specified in paragraph 9, Representations, Guaranty and Warranties, **final payment shall be paid upon the satisfactory completion of the Project. 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 IN ENTER # OF DAYS OR ENTER COMPLETION DATE FROM DATE OF NOTICE TO PROCEED, 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 five percent (5%) 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. [RESERVED]

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.

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.

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. 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, 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.

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 (3) 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 (3) 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 (3) 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.

[Signature Page to Follow]