



**ADDENDUM #1**  
**Town of Jamestown**  
**INVITATION TO BID**  
**BID NO. JAMES.045**  
**for**  
**JAMESTOWN VOLUNTEER FIRE STATION BACK-UP GENERATOR DESIGN**  
**AND INSTALLATION**

July 19, 2019

The attached addendum supersedes the original Information and Specifications regarding ITB # James.045 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

**ADDENDUM #1**

**1.1 PROJECT INFORMATION**

- A) Project Name: Jamestown Volunteer Fire Station Back-up Generator Design and Installation
- B) Project Location: Jamestown, CO 80455
- C) Owner: Town of Jamestown
- D) Project Number: James.045

**1.2 NOTICE TO PROPOSERS**

- A) This Addendum serves to clarify, revise, and supersede information in the Invitation to Bid. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B) The Proposer shall acknowledge receipt of this Addendum in the appropriate space on the Submittal Form attached.
- C) The date for receipt of bids is unchanged by this Addendum, and will be at the same time and location
  - 1) Submittal Date: 10:00 a.m., MDT, Tuesday, August 13<sup>th</sup>, 2019
  - 2) Location: Boulder County Purchasing

- D) Replace Attachment C Sample Contract with the attached Revised Sample Contract which includes additional contract language indicated by **red text**.
- E) Optional pre-bid meeting agenda and sign-in sheet are attached.

**END OF SECTION REVISION**



**RECEIPT OF LETTER  
ACKNOWLEDGMENT**

July 19, 2019

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP James.045, Jamestown Volunteer Fire Station Back-up Generator Design and Installation

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and e-mail or fax it back to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) or fax to 303-441-4526 as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525.

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

**Signed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Company** \_\_\_\_\_

End of Document

**SAMPLE**  
**JAMESTOWN CONTRACT**  
**[Project Name]**  
**[Project Number]**

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THIS CONTRACT ("Contract") is entered into between the Town of Jamestown, State of Colorado, acting by and through its Town Board of Trustees ("Town") and \_\_\_\_\_ ("Contractor").

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

1. Incorporation into Contract: *The Invitation to Bid and Bid Specifications of Jamestown Bid No. ITB James.045*, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing Jamestown Andersen Hill Bridge and Walls as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract; Time of Commencement and Completion; Liquidated Damages:

a. This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, Notice to Proceed will be given on \_\_\_\_\_ and the Contractor work shall proceed based on the schedule shown in Exhibit A of this document. All work shall be complete in a manner acceptable to the Town, and in compliance with this Contract on or before \_\_\_\_\_.

b. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Contract and the Work. The Town shall determine whether the work has been substantially completed, using such factors as are deemed appropriate by the Town, including but not limited to the definition of "substantial completion" provided in C.R.S. § 24-91-102(5).

c. **Town and Contractor recognize that completion of the Work on or before the deadline specified in Section 3.a, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments and potentially other legal fees to extend the project beyond the expected time period. In lieu of requiring any such proof and backup for such expenses, Contractor agrees to that liquidated damages (not penalties) may be assessed by the Town in the sum of \$250 per day for each day after the contract time frame expires and the work is not completed.**

4. Payment for Work Performed: In consideration of the Work to be performed by the

Contractor, the Town shall pay to the Contractor, in accordance with the Bid Documents, an amount not to exceed \_\_\_\_\_. Unit prices and unit costs for the Work shall not exceed those shown in the Bid Documents. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work.

5. Scope of Payment: The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all work contemplated and embraced under this Contract. Except where attributable to the gross negligence or intentional act of the Town, compensation shall also include loss or damage caused by the nature of the work, the action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright. Compensation shall be for completing the work according to this Contract. Neither the payment of any estimate or progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material. No funds, payable under this Contract or any part thereof, shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

6. Application for Progress Payment:

- a. By the tenth of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the billing period and accompanied by such supporting documentation as is required by this Contract.
- b. The Town shall consider the application for payment and if all requirements met shall remit payment to the Contractor within thirty (60) days following approval.
- c. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold ten percent (10%) of payments to Contractor as retainage until the work under this Contract is completed satisfactorily and the work is finally accepted by the Town.

7. Project Manager: The Town's Project Manager, for the purposes of this Contract is the following: Tara Schoedinger, Jamestown Flood Recovery Manager or such

other person as the Town may designate in writing.

8. Compliance and Licensing:

- a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the Town.
- b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust.

9. Contractor's Representations: In order to induce the Town to enter into this Contract, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of this Contract and the work, locality, all physical characteristics of the area, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

10. Extension of Contract Term:

- a. The Town, in its sole discretion, may elect to extend the term of this Contract. In the event the Town elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 27, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. All of the provisions of this Contract shall remain in full force and effect during any extension except that the scope of services and compensation to be paid to Contractor during any extension shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- c. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE TOWN PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 17.**
- d. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension, or should Contractor fail to submit the required documents within the time period specified in paragraph 17(d), then this Contract shall terminate at the end of the then current term and no extension of the term of the Contract shall occur.

11. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the Town. The Town shall be the sole judge of the quality of performance. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.
12. Schedule of Work: The Contractor shall perform the Work during the hours designated by the Town so as to avoid inconvenience to the Town and its personnel and interference with the Town's operations.
13. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Contract. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.
14. Contractor's Responsibility for Work. Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this paragraph upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.
15. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Contract regarding the Contractor's guaranty of work.
16. 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 Town, 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. **With respect to the engineering and design services performed by Contractor, Contractor's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the Town, of the Contractor's liability or fault.**

17. Insurance and Bonds

- a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Contract, the Contractor must maintain the insurance coverage required in this Section. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
  - (2) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual



and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

- (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) each occurrence and NINE HUNDRED AND NINETY THOUSAND DOLLARS (\$990,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.
- (4) Builder's Risk insurance with minimum limits of not less than the insurable value of the Work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panelboards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- (5) Installation Floater with minimum limits of not less than the insurable value of the Work to be performed under this contract at completion, less the value of the materials and equipment insured under Builder's Risk insurance. The value shall include the aggregate value of any Town-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk insurance. The policy shall protect the Contractor and the Town from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under Builder's Risk insurance, while in warehouses or storage areas, during installation, during testing, and after the work under this contract is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work to be performed under this contract. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss

under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

(6) Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.

- b. The policies required above, except for the Workers' Compensation and Professional Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- c. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against monies due to Contractor.
- d. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.
- e. Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 20. These bonds

shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

18. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Contract and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.
19. Acceptance of Work: No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.
20. Guaranty of Work: Contractor agrees to guarantee all Work under this Contract for a period of two years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Contract, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.
21. Timing of Change Orders: The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the Town Board schedule permits. Subject to the Resolution of the Jamestown Town Board of Trustees, the Project Manager is authorized to approve change orders of the Work as provided in Section 3. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.
22. 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.

23. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
24. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the Town, 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 Town, and shall explain what efforts it has made to obtain the information.
25. 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 Jamestown 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 Jamestown, its elected officials, agents, or any program administered or funded by Jamestown. 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.**

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

For the Town: Tara Schoedinger, Flood Recovery Manager  
Town of Jamestown  
P.O. Box 298  
Jamestown, CO 80455

For the Contractor:

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

27. 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 Town receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

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

29. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the Town, except as specifically identified in the bid submitted by the Contractor and accepted by the Town.

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

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

32. 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.

33. 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.

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

35. 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 Town 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.
36. Governmental Immunity: Nothing in this agreement shall be construed in any way to be a waiver of the Town's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
37. FEMA Addendum: Not used
38. CDBG-DR Addendum: Contractor shall comply with the provisions of the Colorado Development Block Grant – Disaster Recovery Grant Program Requirements for Procurement Contracts, attached hereto and incorporated herein by reference.
39. SAM Registration: Contractor shall submit evidence of current SAM registration.
40. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on (date)\_\_\_\_\_.

**TOWN OF JAMESTOWN  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor, Town Board

(seal)

**CONTRACTOR:**

**ATTEST:** \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**EXHIBIT A**

Project schedule provided by \_\_\_\_\_ at kick-off meeting in Jamestown



**Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Note: Registration for the E-Verify Program can be completed at:

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

**JVFS Back-up Generator Design and Installation CDBG-DR INF-00064  
Bid No. James.045 - Bid Schedule**



**Pre-Bid Meeting Agenda**  
**Jamestown Project No. James.045**  
**Jamestown Volunteer Fire Station Back-up Generator**

1. Project Team & Introductions
  - a. Project Manager – Tara Schoedinger, Flood Recovery Manager
  - b. Assistant Project Manager – Philip Strom, Boulder County Collaborative
  - c. JVFD Operational Fire Chief – Arne Metzger
2. Project Overview
  - a. The Town of Jamestown’s Volunteer Fire Station (JVFS) was critically damaged during the September 2013 flood and reconstructed in 2014. The Town is now seeking to design, permit, and install a back-up generator system for the JVFS.

3. Procurement schedule

July 26, 2019	Final Written Inquiries Due
August 6, 2019	Responses Posted to Written Inquiries
August 13, 2019	Bid Due at <b>Boulder County Purchasing</b>
September 3, 2019	Anticipated Notice of Award

4. Projects Scope of Work
  - a. Design a backup generator system
  - b. Confirm generator sizing
  - c. Define site location and design necessary equipment pad for the generator
  - d. Engineer the electrical connections and transfer system
  - e. Engineer the connection to the fuel source
  - f. All permits and permit fees
  - g. Construct the generator system, complete and operational
  - h. Provide operation and maintenance manual(s) and onsite operation training
5. Davis Bacon Act Requirements
  - a. Wage Decision CO20190017
6. Bid Submittal Specifics
  - a. Email response preferred to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)
  - b. Minimum Experience Qualifications
  - c. Current registration with System of Award Management ([www.sam.gov](http://www.sam.gov))
  - d. Certificate of Good Standing with the State of Colorado Secretary of State ([www.sos.state.co](http://www.sos.state.co))
  - e. Applicable CDBG-DR Forms listed in the Boulder County Collaborative Addendum (Attachment D), see page 70 of the pdf.
7. Site Walk
8. Questions

