



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

INVITATION TO BID
COVER PAGE

BID Number:	7249-21
BID Title:	2021 Boulder County Bridge Rails and Signal Poles Painting (Project No. BM-21-00)
BID Questions Due:	July 30, 2021 – 2:00 p.m. MDT
Submittal Due Date:	August 11, 2021 – 2:00 p.m. MDT
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Bid Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Bid Tab Section Submittal Checklist Signature Page Appendix A (Maps) Appendix B (Photos) Appendix C (Tabulations)



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INSTRUCTIONS

1. Purpose/Background

Boulder County Public Works is seeking bids for the 2021 Boulder County Bridge Rails and Signal Poles Painting project. The primary work consists of painting services and associated stream or vegetation protection for three (3) major bridges and 49 select traffic signal poles and pedestrian poles (at 13 intersections) in unincorporated Boulder County. The work also consists of preparation of steel surfaces which may include clearing and grubbing, power washing, sanding, grinding, etc. and repainting of steel bridge railings, accents (e.g., fascia plates and cross rods) and medallions.

2. Written Inquiries

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m., **July 30, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **August 3, 2021**, close of business.

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

3. Submittal Instructions

BIDs are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on August 11, 2021**. A bid opening will be conducted at 3:00 p.m. via email by sending a copy of the bid tab to all who have submitted a bid.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLEDPCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **BID # 7249-21** in the subject line.

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

The Board of County Commissioners reserves the right to reject any and all BIDs, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder will furnish the information required in the Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the Purchasing email address prior to the time indicated in the "Invitation to Bid."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract will be clearly stated in the bid and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Bids that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Bid Security: Boulder County may require, at its discretion, bid security for construction contracts when the price is expected to exceed \$50,000 and for any other contracts as determined by Boulder County to be in its best interest. Bid security provides assurance to Boulder County that the bidder will, upon award, fulfill its bonding and contracting obligations as required by the instructions to bidders. When bid security is required, as indicated in the instructions to bidders, the following terms apply:
 - Bid security must be for an amount equal to 10 percent of the amount bid, unless otherwise stipulated in the instructions to bidders.
 - Bid security must be in the form of a bond, issued by a surety company authorized to do business in Colorado, or a bank cashier’s check made payable to Boulder County.
 - Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.
 - Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive.
 - The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids. Accordingly, after bids are opened, they shall be irrevocable for a period of thirty

(30) days.

- If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.
- Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the terms of its winning bid, the contractor's bid shall be rejected and its bid security will be enforced by Boulder County to the extent of actual damages.



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SPECIFICATIONS

2021 BOULDER COUNTY BRIDGE RAILS AND SIGNAL POLES PAINTING

The CDOT *2019 Standard Specifications for Road and Bridge Construction* controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

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NOTICE TO BIDDERS

NOTICE: The proposal guaranty shall be a certified check, cashier's check or bid bond in the amount of 10% of the Contractor's total bid.

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

Bidders must be prequalified with the Colorado Department of Transportation to bid the project. Proposals are requested for the furnishing of all labor and materials on a UNIT basis.

Contractor hereby proposes to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work per the proposal schedule, and in pursuance of a certain advertisement of the County Commissioners, County of Boulder, of the State of Colorado, and in accordance with the full details, Plans, and Specifications as prescribed by said County Engineer.

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details.

The primary work consists of painting services and associated stream or vegetation protection for three (3) major bridges and 49 select traffic signal poles and pedestrian poles (at 13 intersections) in unincorporated Boulder County. The work also consists of preparation of steel surfaces which may include (clearing and grubbing, power washing, sanding, grinding, etc.) and repainting of steel bridge railings, accents (e.g., fascia plates and cross rods) and medallions.

NOTE: Boulder County will trim trees near the bridges at its expense in order to provide suitable access and clearance for the Contractor before work begins.

All materials, workmanship and construction shall meet or exceed the standards and specification set forth in the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction (2019), the CDOT Standard Plans M&S Standards, the Boulder County Multimodal Transportation Standards, applicable state and federal regulations, project special provisions and project appendices. Where there is conflict between the appendices, specifications, or any applicable standards, the most restrictive standard shall apply. All reference to any published standards shall refer to the latest revision of said standard, unless specifically stated otherwise.

COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract on or before the 15th day following Contract execution unless such time for beginning the work is changed by the Project Engineer in the "Notice to Proceed."

The Contractor shall complete all work within **65 working days** in accordance with the "Notice to Proceed" and the punch list items shall be completed within an additional 10 working days. Punch list work shall be done efficiently and effectively so as not to unnecessarily delay work.

The Contractor shall give Boulder County two (2) weeks' notice prior to commencement of work.

Work may be suspended for cold or inclement weather that would impact the quality of the final work. No additional payment will be made for remobilization if the project is suspended due to weather. Should this occur, the Contractor shall refer to Sections 108 and 109 of the CDOT Standard Specifications for Road and Bridge Construction for additional information.

REVISION OF SECTION 101 DEFINITIONS AND TERMS

Certain terms utilized in the latest edition of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Subsection 101.22: “Contractor” shall mean prefabricator and/or contractor as described in subsection 101.23

Subsection 101.28: “Department” shall mean Boulder County, Colorado (where applicable).

Subsection 101.29: “Engineer” shall mean County Engineer, Boulder County, Colorado or designated representative (where applicable).

Subsection 101.36 shall be replaced with the following:

When New Year’s Day, Cesar Chavez Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be considered a holiday. When one of these days falls on a Saturday, the preceding Friday shall be considered a holiday.

Holidays recognized by the Boulder County are:

New Year’s Day

Dr. Martin Luther King, Jr. Day

President’s Day

Memorial Day

Independence Day

Labor Day

General Election Day (Even years)

Veterans Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve, ¹/₂ Day Christmas Eve (beginning at noon, only if day falls on Tuesday - Thursday), Full Day Christmas Eve, only if day falls on Monday

Christmas Day

New Year’s Eve, ¹/₂ day New Year’s Eve (beginning at noon, only if day falls on Tuesday - Thursday), Full day New Year’s Eve, only if day falls on Monday

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**REVISION OF SECTION 101
DEFINITIONS AND TERMS**

Additional Holidays recognized by the State of Colorado are:

Cesar Chavez Day

Frances Xavier Cabrini Day (Cabrini Day)

Subsection 101.39: “Laboratory” shall mean Boulder County, Colorado or their designated representative.

Subsection 101.51: “Project Engineer” shall mean Boulder County’s duly authorized representative who may be a Boulder County or an employee of a consulting engineer (consultant) under contract to Boulder County (where applicable).

Subsection 101.51 (a): “CDOT Project Engineer” shall be replaced with “Project Engineer” within these specifications. When applicable and when these documents reference a CDOT engineer, this reference shall be construed to mean Project Engineer.

Subsection 101.51 (b): shall be replaced with the following:

“Consultant Project Engineer”. The consultant employee under the responsible charge of the consultant’s Professional Engineer who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project. The Consultant Project Engineer’s duties are delegated by the Project Engineer in accordance with the scope of work in the consultant’s contract with Boulder County. The Consultant Project Engineer is not authorized to approve Contract Modification Orders.

Subsection 101.58 “Region Transportation Director” shall mean Boulder County Engineer, Boulder County, Colorado or designated representative (where applicable).

Subsection 101.76 “State” shall mean Boulder County, Colorado (where applicable).

**REVISION OF SECTION 102
PROJECT PLANS AND OTHER DATA**

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.05 shall include the following:

Boulder County will provide electronic files of drawings, the sample contract document, the project technical specifications in PDF format, online at the designated internet bid advertisement site, and they will be considered as the official bid set and record set.

**REVISION OF SECTION 104
MAINTAINING TRAFFIC**

Section 104 of the Standard Specifications is hereby revised as follows:

Subsection 104.04 shall include the following:

Employee vehicle parking is prohibited where it conflicts with safety, access or flow of traffic. The Contractor is responsible for obtaining, coordinating and maintaining acceptable parking and staging areas for the duration of the construction activities. This shall not be paid for separately but shall be included in the work.

**REVISION OF SECTION 107
AIR QUALITY CONTROL**

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.24 shall include the following:

Equipment Emissions. Boulder County projects shall meet or exceed current Colorado Air Quality standards. The project work shall be performed using practices that minimize air quality detriments during construction. All the standards below shall be followed to improve air quality related to this project:

(a) Emissions standards:

- (1) Optimally, electric or hybrid powered equipment or vehicles will be used on all projects.
- (2) Equipment engines shall be compliant with the most recent Environmental Protection Agency (EPA) requirements.
- (3) Contractors are required to maintain a minimum emissions level for diesel fueled equipment at a Tier 3 level.
- (4) Contractors shall provide certification of compliance with diesel emissions standards. Failure to do so will result in immediate stoppage of work and is a non-excusable delay per subsection 108.08(c)2.
- (5) All diesel vehicles, construction equipment, and generators on site shall be fueled with ultra-low sulfur diesel fuel (ULSD) or a biodiesel (B20) blend approved by the original engine manufacturer with sulfur content of 15 ppm or less.

(b) Proximity. Any project within 1000 linear feet of a residence or regular gathering location of multiple people (i.e., schools, parks, places of worship, commercial buildings, etc.) is required to have either electric, hybrid or Tier 4 diesel powered equipment or vehicles.

(c) Exemption. Emergency equipment is exempt from this specification. All reasonable effort will be made to replace equipment placed in service at the beginning of the emergency work with equipment as specified above as soon as possible.

(d) Definition. Vehicle, for the purposes of this specification, is defined as any diesel-powered company owned car or truck. It does not apply to personal vehicles.

(e) Cost. Unless shown otherwise in the bid tabulation for this project, costs to achieve this specification will be included in the overall cost of the project.

**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

Section 107 of the Standard Specifications is hereby revised as follows:

Subsection 107.18 shall be deleted and replaced with the following:

107.18 Fire Protection Plan. The following work elements are considered safety critical work for this project:

- (a) *Fire Protection Plan.* Prior to start of work, the Contractor shall submit a Fire Control Plan in writing to the Engineer and Local Fire Authority for approval. The plan shall include the following:
- (1) The name and contact information of a Fire Control Coordinator who shall be assigned to the project.
 - (2) A 24-hour Emergency Contact List which, at a minimum, includes Project Superintendent, Project Foreman and Project Traffic Control Supervisor.
 - (3) A complete list, including storage locations, of all tools and equipment the Contractor will use in the event of an emergency within project limits.
 - (4) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.
 - (5) Specific fire prevention precautions, and the required fire mitigation equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of heavy equipment, vehicles, hand tools, storage and parking areas.
 - (6) Specific precautions for fueling operations.
 - (7) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week to include a local Fire Authority Representative. The Contractor shall encourage participation by all persons working at the project site. Participants shall discuss specific fire prevention precautions for construction activities.
- (b) *Open Burn Exemption.* A BURN EXEMPTION may be requested by the Contractor from the Boulder County Sheriff's Office if current fire restrictions are in place. The fire restrictions Prohibit:
- (1) Building, maintaining, attending, or using an open fire, campfire or stove fire (including charcoal barbecues and grills) on public land;
 - (2) Use of all personal fireworks;
 - (3) Shooting or discharging firearms for recreational purposes, except for hunting with a valid and current hunting license on public land;

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**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

- (4) Smoking, except in an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials;
- (5) Operating a chainsaw without a USDA or SAE-approved spark arrester properly installed and in effective working order. A chemical, pressurized fire-extinguisher must be kept with the operator, and at least one round-point shovel with an overall length of at least 35 inches must be readily available for use;
- (6) Welding or operating acetylene or other open-flame torches, except in cleared areas of at least 10 feet in diameter, and with a chemical, pressurized fire-extinguisher immediately available for use; and
- (7) Using an explosive.

(c) *Equipment and Procedures.*

Fire Boxes. If required by the local Fire Authority shall contain tools and equipment that shall be used exclusively for controlling or suppressing fires which occur due to construction activities on project sites. Each fire box shall contain, as a minimum, the following:

- (1) Five round-pointed shovels,
- (2) Two double-bitted axes,
- (3) Three Pulaskis or mattocks,
- (4) Two backpack pumps, and
- (5) Four large fire extinguishers as prescribed by the local Fire Authority.

Welding/Torching/Cutting/Drilling. If work at field locations is required, the work shall be done at a location where all flammable material has been cleared within a 30-foot radius and approved by the local Fire Authority.

Spark Arrestors. All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling. Approved and inspected by the local Fire Authority.

Storage and Parking Areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas shall be cleared of all flammable materials for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for distance of 20 feet. Other mitigation methods may be used as approved by the Engineer and applicable codes.

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**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

(d) *Fire Control Coordinator Responsibilities.* The Fire Control Coordinator shall:

- (1) Be the primary contact for the local Fire Authority and Project Engineer
- (2) Implement the Fire Control Plan.
- (3) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.
- (4) Document in a letter to the Engineer and Local Fire Authority changes to the Fire Control Plan.
- (5) Contact local firefighting authorities 3 days in advance when a hazardous operation is scheduled. Inspection due to construction activities within project limits may be required.
- (6) Coordinate fire control, mitigation and possible suppression activities until authorities arrive, including the evacuation of staff.

When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Control Coordinator. The Fire Control Coordinator, or his designee, shall always be on site while work is performed.

(e) *Open Burning During Weather Events.* **During any of the following weather events, open burning is not permitted in unincorporated Boulder County from time of issuance until midnight in which the event expires: Red Flag Warning, High Wind Warning, High Wind Watch and Fire Danger Warning.** Check the local forecast for up to date information issued by the National Weather Service. This is per Boulder County Ordinance 2018-1, "An Ordinance Repealing and Replacing Boulder County Ordinance 2006-2 and Authorizing the Declaration of Open Fire Bans by the Board of County Commissioners or the County Sheriff."

The National Weather Service issues weather statements to inform area firefighting and land use management agencies that conditions are ideal for wildland fire ignition and propagation (Red Flag Warning, High Wind Warning, High Wind Watch, Fire Danger Warning).

For this standard special provision, smoking is an open flame and shall be included in the definition of open burning, which is not permitted for the above listed weather events. Any smoking or lighting of items outside or within a vehicle with open windows is not permitted on the project site or within 500 feet of the project's limits of disturbance. With the approval of the Engineer, who consults with the local Fire Authority, a designated smoking area may be established.

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**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

No additional payment or compensation will be paid to the Contractor during any weather events associated with open burning and include Red Flag Warning, High Wind Warning, High Wind Watch, Fire Danger Warning. Delays may be counted as an excusable delay per Standard Specification 108.08 or at the discretion of the Engineer.

- (f) *Costs.* All costs associated with the preparation and implementation of the Plan and compliance with all fire protection provisions and requirements will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Subsection 108.03 shall include the following:

The Contractor shall submit a CPM baseline schedule to the Engineer at least three (3) working days prior to the preconstruction meeting. This CPM baseline schedule shall show the major salient features of the project through completion.

The minimum salient features to be shown on the Contractor's CPM Schedule are:

- (1) Erosion Control, Mobilization
- (2) Traffic Control Phasing
- (3) Protection Set-up
- (4) Guardrail Prep and Painting
- (5) Pole Prep and Painting
- (6) Clean Up

Meetings will be required to review progress and plan upcoming activities. The Erosion Control Supervisor, other representatives, as appropriate, the Contractor and all active subcontractors shall attend the meetings. Such meetings will be required on a weekly basis at a time to be determined by the Engineer and the Contractor.

At the weekly progress meetings, the Contractor shall submit a written statement of planned activities and anticipated inspection, testing, and surveying requirements for the upcoming three (3) weeks. The Contractor shall provide a twenty-four-hour notice to the Engineer if the Contractor elects to change a planned activity.

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**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

Subsection 108.05 shall include the following:

All work performed by the Contractor or any of his agents shall be accomplished during the established working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Neither the Contractor nor his agents shall work outside of the daily working hours without prior approval by the Engineer.

If the Contractor receives approval to work additional hours for his convenience, the Contractor shall reimburse the County for the cost of providing additional engineering and inspection services. The reimbursement to the County will be at a rate of \$125.00 per hour for each County employee and \$175.00 per hour for each consultant required to be on the job site. This cost will be deducted from any money due the Contractor.

**REVISION OF SECTION 208
EROSION CONTROL**

Section 208 of the Standard Specification is hereby revised as follows:

Subsection 208.02 (k) shall include the following:

Prior to the initial arrival onto the project site, all equipment shall be thoroughly power washed, including the undercarriages and tires. Equipment must be clean of mud, vegetative matter, and other debris to prevent importation of non-native and noxious weed seeds from other project sites.

Subsection 208.02(o) shall be added as follows:

(o) *Debris Netting*. All removal and repainting work will require protection to ensure dust, dirt, rust, paint chips or paint products do not contaminate soil, vegetation, streams, or other water bodies. Some project locations may require special containment devices or other support structure(s) to capture falling waste and/or debris.

Subsection 208.12 shall include the following:

Payment for Debris Netting will be for all labor, materials and equipment necessary to install and/or assemble catchment material to perform all the work described in this specification. Payment will be included in the Section 202 bid items

**SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR**

Section 240 is hereby added to the Standard Specifications for this project as follows:

DESCRIPTION

240.01 This work consists of protecting migratory birds during construction.

MATERIALS AND CONSTRUCTION REQUIREMENTS

240.02 The Contractor shall schedule clearing and grubbing operations and work on structures to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Engineer will retain a qualified wildlife biologist for this project.

The wildlife biologist shall record the location of each protected nest, bird species, the protection method used, and the date installed. A copy of these records shall be submitted to the Contractor.

(a) *Vegetation Removal.* When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the work limits for active migratory bird nests. The Engineer's wildlife biologist shall also survey for active migratory bird nests within 50 feet outside work limits. Contractor personnel shall enter areas outside the right of way only if a written, signed document granting permission to enter the property has been obtained from the property owner. The Contractor shall document all denials of permission to enter property. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the work as follows:

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SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR

- (1) *Tree and Shrub Removal or Trimming.* Tree and shrub removal or trimming shall occur before April 1 or after August 31 if possible. If tree and shrub removal or trimming will occur between April 1 and August 31, a survey for active nests shall be conducted by the wildlife biologist within the seven days immediately prior to the beginning of work in each area of tree and shrub removal or trimming. The survey shall be conducted for each phase of tree and shrub removal or trimming.

If an active nest containing eggs or young birds is found, the tree or shrub containing the active nest shall remain undisturbed and protected until the nest becomes inactive. The nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. This buffer dimension may be changed if determined appropriate by the wildlife biologist and approved by the Engineer. Work shall not proceed within the fenced buffer area until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

- (b) *Work on structures.* The Contractor shall prosecute work on structures in a manner that does not result in a taking of migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall not prosecute the work on structures during the primary breeding season, April 1 through August 31, unless they take the following actions:
- (1) The Contractor shall remove existing nests prior to April 1. If the Contract is not awarded prior to April 1 and CDOT has removed existing nests, then the monitoring of nest building shall become the Contractor's responsibility upon Notice to Proceed.
 - (2) During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the Contractor shall monitor the structures at least once every three days for any nesting activity.

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SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR

- (3) If the birds have started to build any nests, they shall be removed before the nest is completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.
- (4) Installation of netting may be used to prevent nest building. The netting shall be monitored and repaired or replaced as needed. Netting shall consist of a mesh with openings that are $\frac{3}{4}$ inch by $\frac{3}{4}$ inch or less.

If an active nest become established, i.e., there are eggs or young in the nest, all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied as determined by the wildlife biologist and approved by the Engineer. The Contractor shall prevent construction activity from displacing birds after they have laid their eggs and before the young have fledged.

If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, the Contractor shall remove and properly dispose of netting used on the structure.

METHOD OF MEASUREMENT

240.03

Removal of nests will be measured by the actual number of man-hours spent removing inactive nests just prior to and during the breeding season, April 1 through August 31. During this period, the Contractor shall submit to the Engineer each week for approval a list of the workers who removed nests and the number of hours each one spent removing nests.

Netting will be measured by the square yard of material placed to keep birds from nesting on the structure. Square yards will be calculated using the length of netting measured where it is attached to the ground and the average height of the netting where it is attached to the structure.

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SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR

BASIS OF PAYMENT

240.04 The accepted quantities measured as provided above will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Removal of Nests	Hour
Netting	Square Yard

Payment for Removal of Nests will be full compensation for all work and material required to complete the work.

Payment for netting will be full compensation for all work and material required to complete the item. Overlaps of netting will not be measured and paid for separately but shall be included in the work. Maintenance and replacement, removal, and disposal of netting will not be measured and paid for separately but shall be included in the work.

Clearing and grubbing will be measured and paid for in accordance with Section 201. Mowing will not be measured and paid for separately but shall be included in the work.

Fence (Plastic) will be measured and paid for in accordance with Section 607.

**REVISION OF SECTION 509
STEEL STRUCTURES**

Section 509 of the Standard Specifications is hereby revised as follows:

Subsection 509.29 shall be deleted and revised as follows:

- a) *Minimum Surface Preparation.* For painted steel, all adhering dirt, grease, and foreign material shall be removed. Rust and scale shall be removed to bare metal. All areas reduced to bare metal shall receive one coat of shop primer. The shop primer shall be thoroughly cured prior to application of the top coat.
- b) *Top Coat.* When the manufacturer of the top coat is different than the manufacturer of the shop primer, the Contractor shall submit written documentation that the paints are compatible.
- c) *Materials Handling.* All paints, solvents, coatings, and other chemical products or solutions shall be mixed, handled, applied, stored, and disposed of in such a manner that any spill, splash, or drip will be contained without contamination of the soil, vegetation, streams, or other water bodies.
- d) *Wet Paint Notification.* The Contractor shall protect and/or provide “Wet Paint” signs for any location where pedestrians may inadvertently touch newly painted areas.

Subsection 509.33 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Paint Existing Structure	Lump Sum

All costs associated with the preparation and implementation of the painting plan will be paid for under “Paint Existing Structure” and shall apply to exposed steel surfaces above the ground, including: steel bridge rails, steel medallions, and decorative steel bridge components (including but not limited to fascia and rods).

All labor, equipment, materials, and incidentals required for power washing, grinding, sanding, cleaning, preparation of steel surfaces, priming coats, and materials handling will not be paid for separately but shall be incidental to the project or as otherwise specified

**REVISION OF SECTION 614
TRAFFIC CONTROL DEVICES**

Section 614, of the Standard Specifications is hereby revised as follows:

Subsection 614.10 shall be deleted and revised as follows:

(h) *Painting*. All paint shall conform to CDOT Section 708, Paints. The painting of all electrical equipment requiring paint shall be done in accordance with Section 509.

All metal parts of poles, pedestals, standards, and fittings shall be cleaned of all rust, scale, grease, and dirt prior to applying paint.

All exterior surfaces shall be examined for damaged paint and all such damage shall be given a spot coat of primer and the entire exterior surface repainted.

Paint shall not be applied to aluminum controller cabinets or to aluminum or galvanized poles, pedestals, standards, hardware, conduit, etc. unless specified. All steel poles shall be painted aluminum, unless otherwise directed.

All paint coats may be applied either by hand brushing or by approved spraying machine in the hands of skilled operators. The work shall be done in a neat and workmanlike manner. The Engineer reserves the right to require the use of brushes for the application of paint should the work done by the paint-spraying machine prove unsatisfactory or objectionable as determined by the Engineer.

-2-
**REVISION OF SECTION 614
TRAFFIC CONTROL DEVICES**

Subsection 614.14, shall include the following:

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Paint Traffic Signal Pole (10 in)	Each
Paint Traffic Signal Pole (12 in)	Each
Paint Traffic Signal Pole (15 in)	Each
Paint Traffic Signal Pole (18 in)	Each
Paint Traffic Signal Mast Arm (12 ft)	Each
Paint Traffic Signal Mast Arm (18 ft)	Each
Paint Traffic Signal Mast Arm (20 ft)	Each
Paint Traffic Signal Mast Arm (25 ft)	Each
Paint Traffic Signal Mast Arm (30 ft)	Each
Paint Traffic Signal Mast Arm (35 ft)	Each
Paint Traffic Signal Mast Arm (40 ft)	Each
Paint Traffic Signal Mast Arm (45 ft)	Each
Paint Traffic Signal Mast Arm (50 ft)	Each
Paint Traffic Signal Luminaire (8 ft)	Each
Paint Traffic Signal Luminaire (10 ft)	Each
Paint Traffic Signal Ped Pole (10 ft)	Each
Paint Traffic Signal Ped Pole (15 ft)	Each

All labor, equipment, materials, and incidentals required for power washing, grinding, sanding, cleaning, preparation of steel surfaces, priming coats, and materials handling will not be paid for separately but shall be incidental to the project or as otherwise specified.

Paint Colors

See paint color specifications in Appendix C – Tabulations.

**REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES**

Section 626 of the Standard Specifications is hereby revised for this project as follows:

Subsection 626.01 shall include the following:

The Boulder County Public Works Department Public Information Officer (PIO) will coordinate public information regarding the project and provide timely updates regarding construction to the public through a variety of established channels

The contractor shall designate a representative with whom the PIO can confer with as needed to ensure that all pertinent construction-related information is conveyed to the public. The contractor-designated representative may maintain a direct line of contact with the PIO to assist with answering questions from the public. The PIO will also conduct any media related activities that may arise over the course of the project. All media inquiries will be directed to the PIO for follow up. The contractor-designated representative may be called upon to assist with media related requests for information and photo or video content.

It shall be the contractor's responsibility to maintain adequate signage throughout the construction site. The signs shall conform to the requirements of Section 630 and shall be erected at least one week prior to the beginning of construction. These signs shall be updated if the project schedule changes, at no cost to the project.

The contractor should confer with the PIO and the Engineer on any messages that will appear on static or variable messaging boards. It will also be the responsibility of the contractor to maintain timely and frequent communications with construction zone area residents/property owners who will be directly impacted by daily construction activities. The contractor can do this as they so choose (door hangers, site visits, etc.) but they are to inform any resident at least 48-hours prior to work being conducted in front of a property so that they understand the impacts of the work on their daily activities and how they can access their home while work is taking place in their area. The contractor is also responsible for informing impacted property owners and residents of any utility service interruptions (i.e., water, power, cable, phone, internet).

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**REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES**

Access for emergency vehicles must always be provided. Coordination with emergency service providers is the responsibility of the contractor. The contractor must inform local emergency service providers (Sheriff, Fire Protection District, ambulance services) of any work that may impact their ability to respond to an emergency in the area of the construction project prior to completing the work.

The Contractor must also coordinate with the United States Postal Service (USPS) and trash haulers if construction-related activities will interfere with their ability to complete their duties.

Impacts to local school bus routes must also be coordinated by the contractor and the affected school district. The same can be said for impacts to Regional Transportation District Route (RTD) that are impacted by construction.

The Contractor shall submit weekly lane closure reports to the Engineer and the PIO.

Public Information Services Contacts:

Project Manager
Dave Webster
Phone: 720-564-2660
Email: dwebster@bouldercounty.org

Boulder County Public Works Public Information Officer
Andrew Barth
Phone: 303-441-1032
Fax: 303-441-4594
Email: abarh@bouldercounty.org

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised as follows:

The Contractor’s Superintendent and Traffic Control Supervisor (TCS) shall always be equipped with a mobile telephone unit that has a local number for contact with one another, the Engineer, and emergency response dispatchers when emergency services are required. The TCS shall make immediate contact with emergency personnel as required to assist accident victims, expedite the removal of broken-down vehicles, and maintain the smooth flow of traffic. This shall not be paid for separately but shall be included in the work items under Section 630.

Subsection 630.11, shall include the following:

The Contractor’s Superintendent and Traffic Control Supervisor (TCS) shall always be equipped with a mobile telephone unit that has a local number for contact with one another, the Engineer, and emergency response dispatchers when emergency services are required. The TCS shall make immediate contact with emergency personnel as required to assist accident victims, expedite the removal of broken-down vehicles, and maintain the smooth flow of traffic. This shall not be paid for separately but shall be included in the work items under Section 630.

Subsection 630.17, Method of Measurement, shall be revised for this project to include the following:

All traffic control devices including signs and traffic channelizing devices will not be measured or paid for separately but shall be measured and paid for on a lump sum basis as Construction Zone Traffic Control for all sites within the project. Any additional signs or channelizing devices required by the MUTCD or the Engineer will be considered incidental to this item.

Subsection 630.18, Basis of Payment, shall include the following:

All labor, equipment, materials, and incidentals required for pedestrian, bicycle traffic and vehicle traffic control and maintenance, including construction signing, channelizing devices, barricades etc., where there is not a specific pay item shall be incidental to the project.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Construction Zone Traffic Control	Lump Sum

Payment will be considered full compensation for all work necessary, including cleanup, to complete the item.

TRAFFIC CONTROL PLAN – GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a).

The components of the TCP for this project are included in the following:

- (a) Subsection 104.04 and Section 630 of the specifications,
- (b) Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2, and
- (c) Manual of Traffic Control Devices (MUTCD).

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

Special Traffic Control Plan requirements for this project are as follows:

- (a) During the construction of this project, traffic shall use the present traveled roadway unless identified on the plans or approved by the Engineer.
- (b) The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless approved by the Engineer.
- (c) The Contractor shall not perform any work requiring lane closure on the roadway between the hours of 9 a.m. and 3:30 p.m. or as directed.
- (d) The Contractor shall submit to the County Traffic Engineer a method of handling vehicular traffic (MHT) for approval at least 10 working days prior to each construction phase, prior to changes in traffic control and or prior to start of any construction. Contractor shall obtain any necessary permits required from other agencies.
- (e) Access to residents' and properties shall always be maintained.
- (f) The Contractor shall include all devices and signs required for the work and as required to inform pedestrians and bicycles of the work zone.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

UTILITIES

Known utilities within the limits of this project are:

UTILITY OWNER / ADDRESS	CONTACT / EMAIL	PHONE / FAX
Boulder County (Traffic)	Josh Trickey / jtrickey@bouldercounty.org	(720) 564-2653
Xcel Electric	Electric Outage Emergency Support	(800) 895-1999
CenturyLink	Chris Janoski / christopher.janoski@Lumen.com	(303) 552-8545
Comcast	Kevin Young / Kevin_Young@cable.comcast.com	(720) 281-8666

The work described in the contract documents, including the plans and specifications, requires coordination and scheduling between the Contractor and the utility companies in accordance with subsection 105.11 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project. Utility relocation work may not have been completed prior to the contractor beginning construction activities. The County will work to encourage utilities to move their facilities before construction commences but cannot provide any assurance that utility work will have been completed prior to start of construction.

Coordinating and scheduling utility relocation with utility owners is ultimately the responsibility of Contractor; any assistance provided by County shall be deemed a courtesy to Contractor and will not alleviate Contractor of its responsibility to coordinate and schedule utility relocation.

Contractor's failure to initially provide for sufficient time in the project schedule for all required utility relocations shall not alleviate Contractor from its obligations hereunder, and shall not entitle Contractor to additional time or compensation.

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UTILITIES

GENERAL:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at (8-1-1) or 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The location of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information. It is Contractor's responsibility to verify such information and to locate, preserve, and coordinate the relocation (if required) of all existing utilities, whether shown in the contract documents or not. If utility conflicts, beyond those described in the contract documents, are encountered by Contractor during construction, Contractor shall file prompt, sufficient notice to the owner of the utility so that it may make the necessary adjustments, as well as the Engineer.

Unless otherwise noted in the contract documents, Contractor may relocate or adjust the utility lines or service connections for its convenience with the permission of the owner of the utility and the Engineer, at no increase in contract price or contract time.

At all times, Contractor shall take reasonable steps to protect the utilities and prevent service disruption. Whenever Contractor damages a utility or causes any interruption to any utility service, Contractor shall promptly notify the Engineer, the affected utility owner, and the appropriate governmental authorities. Contractor shall cooperate with the affected utility owner and the appropriate governmental authorities in the restoration of service. If the damage is to a utility that is known or should have been discovered before damage occurred, Contractor shall be responsible for all costs associated with its repair and restoration of service, at no increase in contract price or contract time.

Prior to excavating or performing any earthwork operations, the Contractor shall positively locate all potential conflicts with existing underground utilities and proposed construction, as determined by the Contractor according to proposed methods and schedule of construction. The Contractor shall propose modifications to construction plans to avoid existing underground facilities as needed, and as approved by the Engineer.

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UTILITIES

The Contractor shall provide traffic control and survey for any utility work expected to be coordinated with construction, as directed by the Engineer.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

Coordination with utility owners includes, but is not limited to, the Contractor staking construction features, providing and periodically updating an accurate construction schedule which includes all utility work elements, providing written notification of upcoming required utility work elements as the construction schedule indicates, allowing the expected number of working days for utilities to complete necessary relocation work, conducting necessary utility coordination meetings, and all other necessary accommodations as required for the project to continue per the schedule. Surveying or staking of utility relocations to be performed by the utility owner shall be the responsibility of the utility owner.

The County will cooperate with the Contractor and the utility owner for the relocation of utilities, but cannot guarantee utilities will be relocated in a timely manner. Contractor acknowledges that utilities may not be relocated prior to commencement of construction and has considered this uncertainty in preparation of its bid/proposal.

In the event of delayed utility relocations caused by utility owners, Contractor shall use best efforts to mitigate the resulting impacts on the project schedule and costs. Best efforts to mitigate shall include evaluating and proposing alternative methods of work sequencing or construction methods in order to continue the work; Contractor is prohibited from implementing any alternative methods without prior approval of the Engineer and County.

Contractor hereby holds the County harmless against all risks arising from acts or omissions of utility owners that damage the work or generate delays, disruptions, or additional cost to Contractor in performance of the work. Subject to subsection 108.08, contract time may be extended on account of acts and omissions of utility owners that delay the work without fault of the Contractor.

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with Subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force Account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

F/A Minor Contract Revisions	F/A	1	\$30,000*
F/A Erosion Control	F/A	1	\$10,000

*The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds.



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

INSURANCE AND W-9 REQUIREMENTS

PAYMENT & PERFORMANCE BONDS

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

INSURANCE REQUIREMENTS

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

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

Worker's Compensation and Employer's Liability
 \$100,000 Each Accident
 \$500,000 Disease-Policy Limit
 \$100,000 Disease-Each Employee
 Statutory limits

Pollution Liability \$1,000,000 Per Loss
 \$1,000,000 Aggregate
 Coverage maintained or extended discovery period for 3 years

In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

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

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements you may request one in your response with an explanation.

W-9 REQUIREMENT

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



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

SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Completed Bid Tabulation
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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

BID TABS

1. AIRPORT ROAD BRIDGE OVER LEFTHAND CREEK BID

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	1	LS	_____	_____
202-05300	REMOVAL AND DISPOSAL OF PAINT	1	LS	_____	_____
509-90000	PAINT EXISTING STRUCTURE	1	LS	_____	_____
626-00000	MOBILIZATION	1	LS	_____	_____
630-00000	FLAGGING	80	HR	_____	_____
630-00012	TRAFFIC CONTROL MANAGEMENT	5	DAY	_____	_____
630-00016	CONSTRUCTION ZONE TRAFFIC CONTROL	1	LS	_____	_____
TOTAL BID AIRPORT ROAD:					_____

2. VALMONT ROAD BRIDGE OVER BOULDER CREEK BID

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	1	LS	_____	_____
202-05300	REMOVAL AND DISPOSAL OF PAINT	1	LS	_____	_____
509-90000	PAINT EXISTING STRUCTURE	1	LS	_____	_____
626-00000	MOBILIZATION	1	LS	_____	_____
630-00000	FLAGGING	80	HR	_____	_____
630-00012	TRAFFIC CONTROL MANAGEMENT	5	DAY	_____	_____
630-00016	CONSTRUCTION ZONE TRAFFIC CONTROL	1	LS	_____	_____
TOTAL BID VALMONT ROAD AT BOULDER CREEK:					_____

BID TABS (CONTINUED)

3. VALMONT ROAD BRIDGE OVER SOUTH BOULDER CREEK BID

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	1	LS	_____	_____
202-05300	REMOVAL AND DISPOSAL OF PAINT	1	LS	_____	_____
240-00010	REMOVAL OF NESTS	4	HR	_____	_____
240-00020	NETTING	500	SY	_____	_____
509-90000	PAINT EXISTING STRUCTURE	1	LS	_____	_____
607-11525	FENCE (PLASTIC)	1000	LF	_____	_____
626-00000	MOBILIZATION	1	LS	_____	_____
630-00000	FLAGGING	80	HR	_____	_____
630-00012	TRAFFIC CONTROL MANAGEMENT	5	DAY	_____	_____
630-00016	CONSTRUCTION ZONE TRAFFIC CONTROL	1	LS	_____	_____
TOTAL BID VALMONT ROAD AT SOUTH BOULDER CREEK:					_____

BID TABS (CONTINUED)

4. TRAFFIC SIGNAL POLES BID

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	1	LS	_____	_____
202-05300	REMOVAL AND DISPOSAL OF PAINT	1	LS	_____	_____
614-85530	PAINT TRAFFIC SIGNAL POLE (10 IN)	6.0	EA	_____	_____
614-85531	PAINT TRAFFIC SIGNAL POLE (12 IN)	15.0	EA	_____	_____
614-85532	PAINT TRAFFIC SIGNAL POLE (15 IN)	8.0	EA	_____	_____
614-85533	PAINT TRAFFIC SIGNAL POLE (18 IN)	2.0	EA	_____	_____
614-85540	PAINT TRAFFIC SIGNAL MAST ARM (12 FT)	1.0	EA	_____	_____
614-85541	PAINT TRAFFIC SIGNAL MAST ARM (18 FT)	1.0	EA	_____	_____
614-85542	PAINT TRAFFIC SIGNAL MAST ARM (20 FT)	5.0	EA	_____	_____
614-85543	PAINT TRAFFIC SIGNAL MAST ARM (25 FT)	8.0	EA	_____	_____
614-85544	PAINT TRAFFIC SIGNAL MAST ARM (30 FT)	5.0	EA	_____	_____
614-85545	PAINT TRAFFIC SIGNAL MAST ARM (35 FT)	12.0	EA	_____	_____
614-85546	PAINT TRAFFIC SIGNAL MAST ARM (40 FT)	4.0	EA	_____	_____
614-85547	PAINT TRAFFIC SIGNAL MAST ARM (45 FT)	1.0	EA	_____	_____
614-85548	PAINT TRAFFIC SIGNAL MAST ARM (50 FT)	2.0	EA	_____	_____
614-85550	PAINT TRAFFIC SIGNAL LUMINAIRE (8 FT)	10.0	EA	_____	_____
614-85551	PAINT TRAFFIC SIGNAL LUMINAIRE (10 FT)	6.0	EA	_____	_____
614-85560	PAINT TRAFFIC SIGNAL PED POLE (10 FT)	4.0	EA	_____	_____
614-85561	PAINT TRAFFIC SIGNAL PED POLE (15 FT)	3.0	EA	_____	_____
626-00000	MOBILIZATION	1	LS	_____	_____
630-00000	FLAGGING	800	HR	_____	_____
630-00012	TRAFFIC CONTROL MANAGEMENT	10	DAY	_____	_____
630-00016	CONSTRUCTION ZONE TRAFFIC CONTROL	1	LS	_____	_____
TOTAL BID TRAFFIC SIGNAL POLES:					_____

BID TABS (CONTINUED)

FORCE ACCOUNT ITEMS

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
700-70010	F/A MINOR CONTRACT REVISIONS	1	FA	<u>\$30,000.00</u>	<u>\$30,000.00</u>
700-70380	F/A EROSION CONTROL	1	FA	<u>\$10,000.00</u>	<u>\$10,000.00</u>

TOTAL BID FORCE ACCOUNT ITEMS: _____

BID TAB 1 TOTAL – AIRPORT RD BRIDGE AT LEFTHAND CREEK: _____

BID TAB 2 TOTAL – VALMONT RD BRIDGE AT BOULDER CREEK: _____

BID TAB 3 TOTAL – VALMONT RD BRIDGE AT SOUTH BOULDER CREEK: _____

BID TAB 4 TOTAL – TRAFFIC SIGNAL POLES: _____

FORCE ACCOUNT ITEMS: \$40,000.00

GRAND TOTAL: _____



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

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

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

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

Date

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

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant

to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless 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 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 Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract.

10. Nondiscrimination: Contractor will 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 concerning discrimination and unfair employment practices.

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. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. 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, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that 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. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for

those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. 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.

31. Representations and Warranties: Contractor represents and warrants the following:

a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;

b. The individual executing this Contract is authorized to do so by Contractor;

c. 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 Contractor; and

d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

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

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact

and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County’s commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Non-Construction contracts use the following language:

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

ii. **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.

iii. **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.

vi. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy 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. County shall be named as an additional insured for ongoing operations and completed operations.

b. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

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

INSURANCE REQUIREMENTS SET BY: *Ashley Baca*

Date: 6/22/21

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

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	



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

APPENDIX A – MAPS

BRIDGE RAILS PAINTING – MAPS



VICINITY MAP

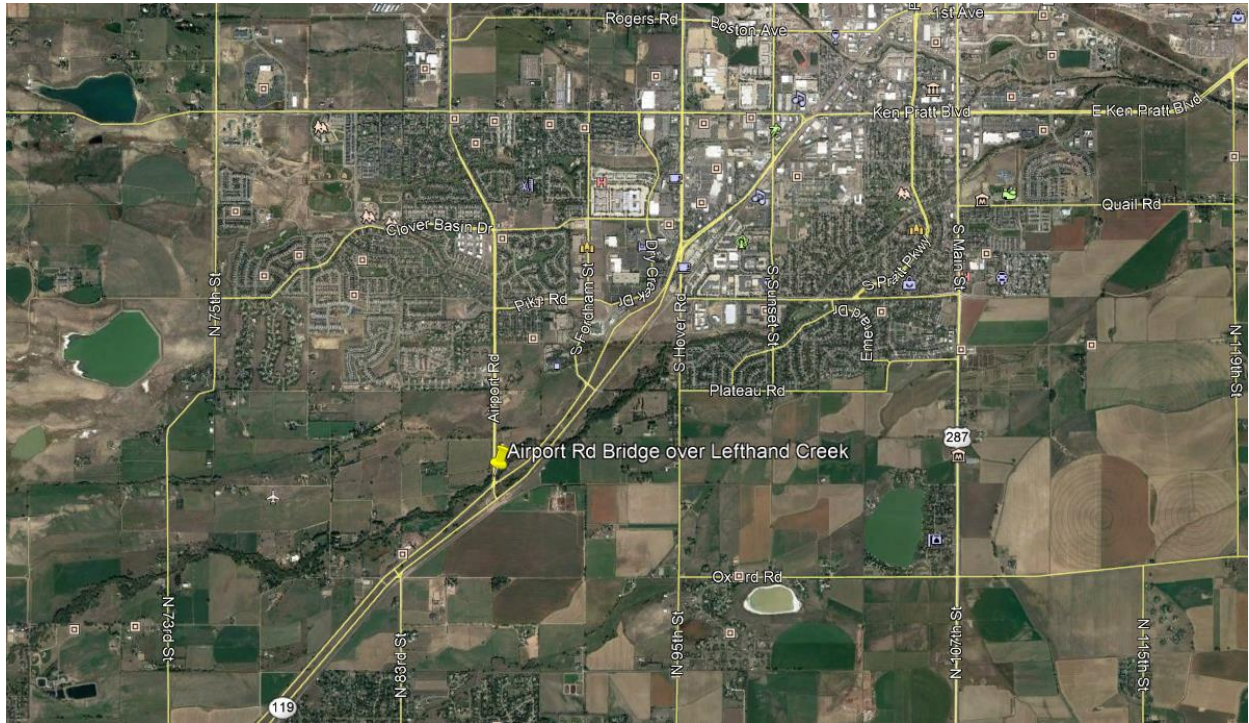
VALMONT ROAD BRIDGES OVER BOULDER CREEK AND SOUTH BOULDER CREEK



LOCATION MAP

VALMONT ROAD BRIDGES OVER BOULDER CREEK AND SOUTH BOULDER CREEK

BRIDGE RAILS PAINTING – MAPS (CONT.)



VICINITY MAP

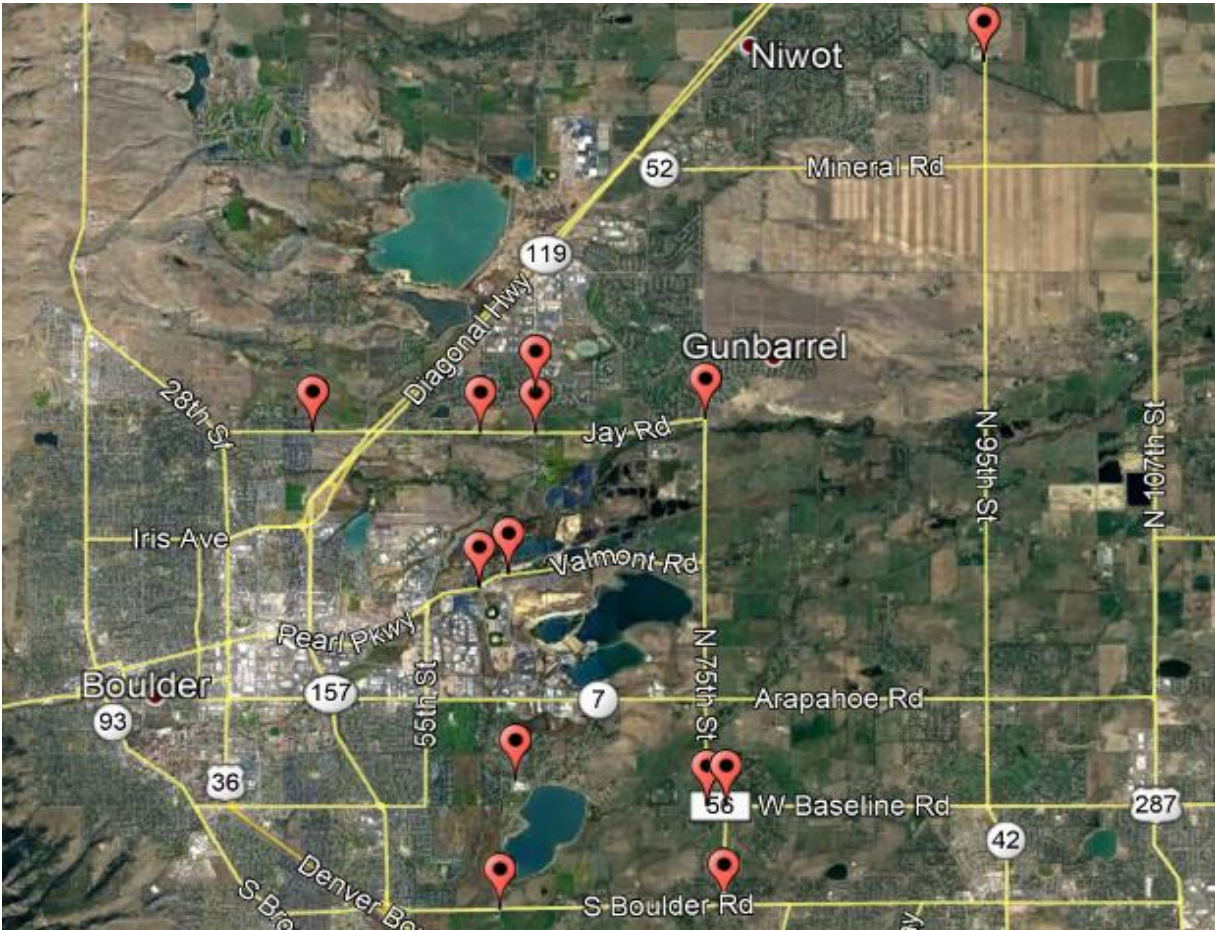
AIRPORT RD BRIDGE OVER LEFTHAND CREEK



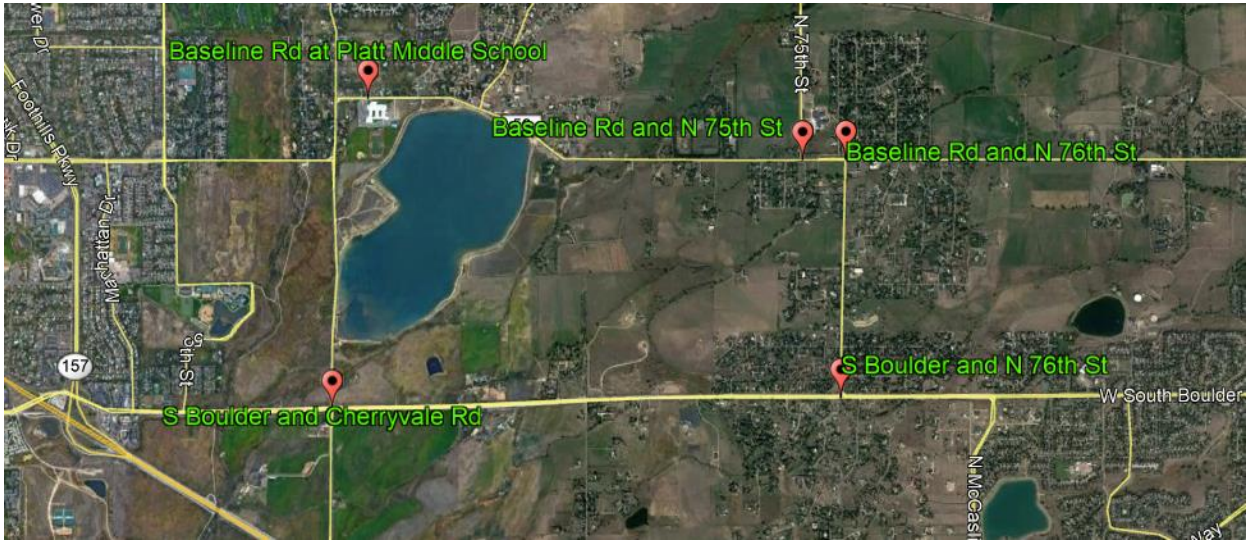
LOCATION MAP

AIRPORT RD BRIDGE OVER LEFTHAND CREEK

TRAFFIC SIGNAL POLES PAINTING – MAPS



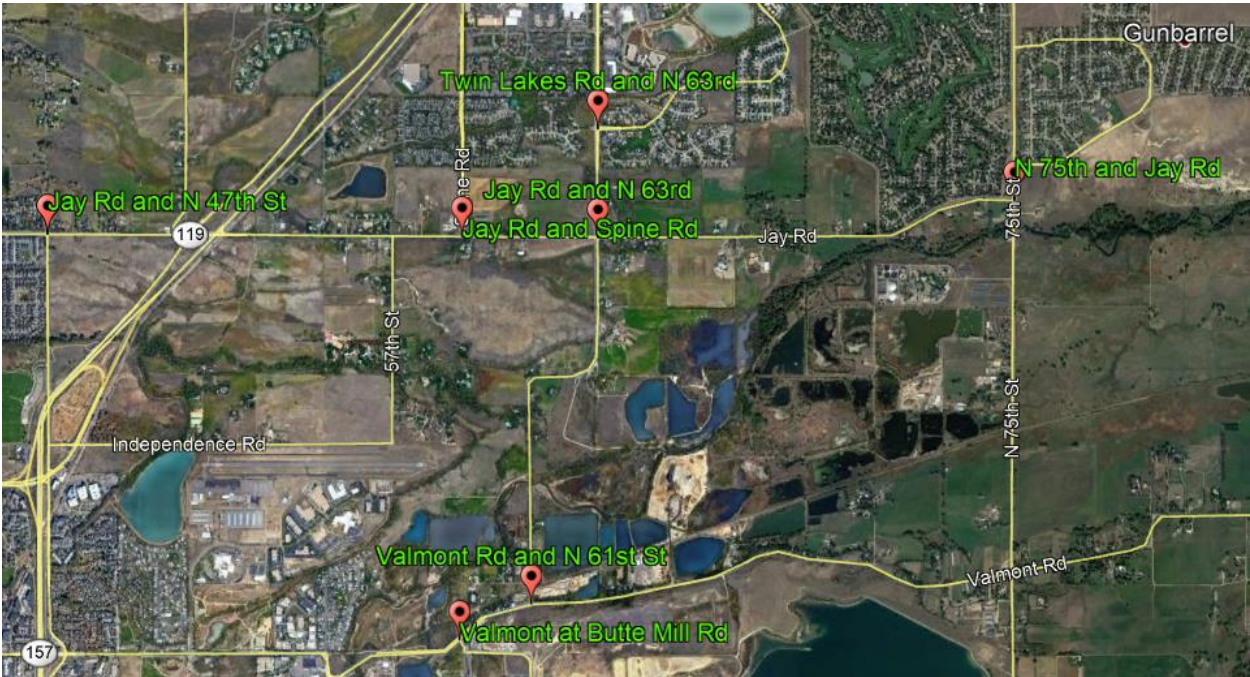
Signal Poles Vicinity Map



Location Map

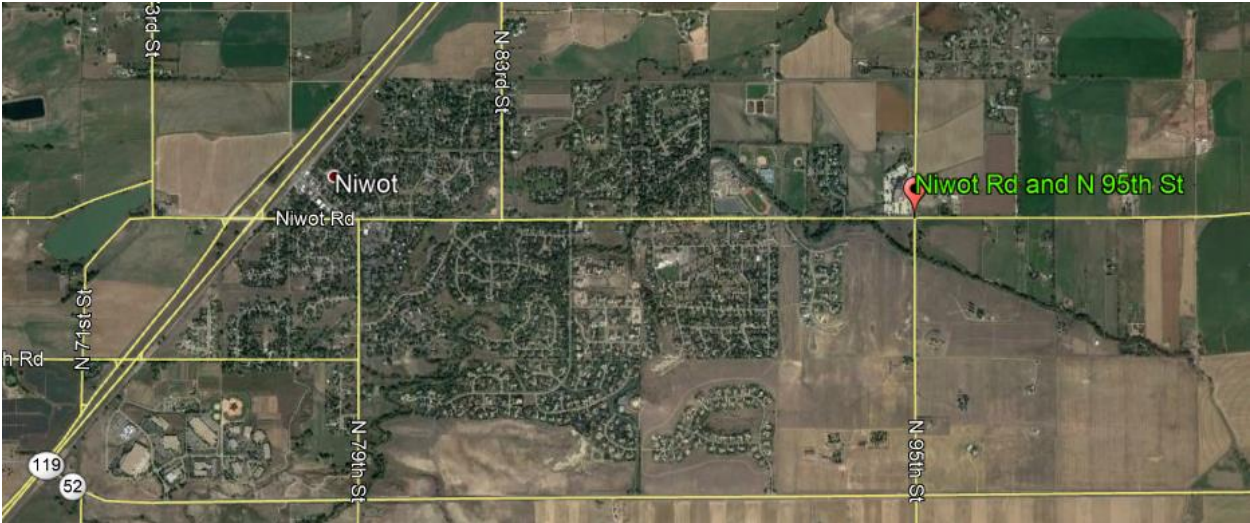
Baseline Road and South Boulder Road Traffic Signals

TRAFFIC SIGNAL POLES PAINTING – MAPS (CONT.)



Location Map

Jay Road/Valmont Road/N 63rd Street Traffic Signals



Location Map

Niwot Road/N 95th Street Traffic Signal



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APPENDIX B – PHOTOS

AIRPORT ROAD BRIDGE OVER LEFTHAND CREEK PHOTOS



Photo of bridge (circa 2004) showing bicycle rails and decorative ironworks on pilasters



Photo (circa 2004) showing ironworks (facia plates, cross-rods) on pilaster, painted semi-gloss black

AIRPORT ROAD BRIDGE PHOTOS (CONT.)



Example of chipped, flaking paint on bicycle rails (current photo)



Chipped, flaking paint and corrosion (current photo)

AIRPORT ROAD BRIDGE PHOTOS (CONT.)



Corrosion on bicycle rails (current photo)



Current photo showing flaking, chipping, corrosion of ironworks fascia on pilaster

VALMONT ROAD BRIDGE OVER BOULDER CREEK PHOTOS



Photo of bridge over Boulder Creek (circa 2005) showing rails

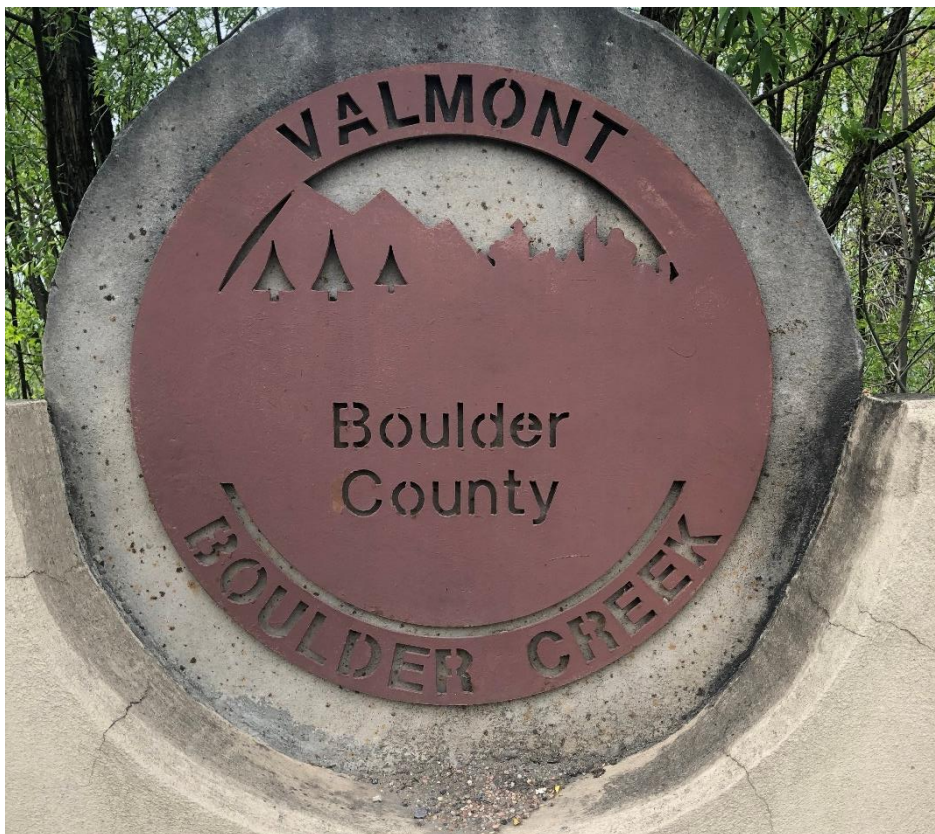


Photo of one of four (4) 28-inch medallions on bridge over Boulder Creek

VALMONT ROAD BRIDGE OVER BOULDER CREEK PHOTOS (CONT.)



View of trees adjacent to bridge rails on south side. (Trees will be trimmed in July.)



Details of chipping, corrosion and weathering of posts and post/rail interface.

VALMONT ROAD BRIDGE OVER SOUTH BOULDER CREEK PHOTOS



Current photo of bridge



One of two (2) 14-inch medallions in median

VALMONT ROAD BRIDGE OVER SOUTH BOULDER CREEK PHOTOS (CONT.)



Details of chipping, scrapes, corrosion and weathering of posts, rails, and post/rail interface.

Traffic Signal Poles – Example Photos by Type



Signal Pole w/ Mast Arm (N 95th Street and Niwot Road)



Signal Pole w/ Mast Arm and Luminaire Arm (N 75th Street and Jay Road)



Signal Pole w/ Two Mast Arms and Luminaire Arm (N 75th Street and Jay Road)



Ped Poles (N 75th Street and Jay Road)

Traffic Signal Poles – Example Conditions



Paint Fading with Graffiti



Minor Paint Chipping

Traffic Signal Poles – Example Conditions (cont.)



Minor Rusting



Moderate Rusting



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APPENDIX C – TABULATIONS

TABULATIONS

Bridges

FACILITY	Rails Plan Length (FT)	Rails Area (SF)	Posts & Base Plates Area (SF)	Medall- ions Area (SF)	Pilaster Iron- works Area (SF)	TOTAL PAINT AREA (SF)	PAINT COLOR	AMS STD 595 COLOR NO.
AIRPORT RD BRIDGE OVER LEFTHAND CREEK	216.0	565.1	64.3	0.0		629.4	MATTE BLACK	37038
					73.6	73.6	SEMI-GLOSS BLACK	27038
VALMONT RD BRIDGE OVER BOULDER CREEK	292.0	617.9	222.7	17.1	0.0	857.7	MATTE INSIGNIA RED	31136
VALMONT RD BRIDGE OVER SOUTH BOULDER CREEK	320.0	690.2	222.7	2.1	0.0	915.1	MATTE INSIGNIA RED	31136

TABULATIONS (CONT.)

Signal Poles

ELEMENT	Length (FT)	Radius (FT)	Area (SF)	No. (EA)	PAINT AREA (SF)	PAINT COLOR	AMS STD 595 COLOR NO.
SIGNAL POLE, 10"	22.0	0.42	59.0	6.0	354.0	MATTE BLACK	37038
SIGNAL POLE, 12"	22.0	0.50	71.0	15.0	1065.0	MATTE BLACK	37038
SIGNAL POLE, 15"	22.0	0.63	89.0	16.0	1424.0	MATTE BLACK	37038
SIGNAL POLE, 18"	22.0	0.75	108.0	2.0	216.0	MATTE BLACK	37038
MAST ARM, 12'	12.0	0.42	33.0	1.0	33.0	MATTE BLACK	37038
MAST ARM, 18'	18.0	0.42	49.0	1.0	49.0	MATTE BLACK	37038
MAST ARM, 20'	20.0	0.42	54.0	5.0	270.0	MATTE BLACK	37038
MAST ARM, 25'	25.0	0.42	67.0	8.0	536.0	MATTE BLACK	37038
MAST ARM, 30'	30.0	0.50	96.0	5.0	480.0	MATTE BLACK	37038
MAST ARM, 35'	35.0	0.50	112.0	12.0	1344.0	MATTE BLACK	37038
MAST ARM, 40'	40.0	0.54	138.0	7.0	966.0	MATTE BLACK	37038
MAST ARM, 45'	45.0	0.54	155.0	2.0	310.0	MATTE BLACK	37038
MAST ARM, 50'	50.0	0.63	199.0	2.0	398.0	MATTE BLACK	37038
LUMINAIRE, 8'	8', 15'	4", 6"	41.0	12.0	492.0	MATTE BLACK	37038
LUMINAIRE, 10'	10', 15'	4", 6"	43.0	6.0	258.0	MATTE BLACK	37038
PED POLE, 10'	10.0	0.25	17.0	4.0	68.0	MATTE BLACK	37038
PED POLE, 15'	15.0	0.33	33.0	3.0	99.0	MATTE BLACK	37038

TOTAL SURFACE AREA: 8362.0

TABULATIONS (CONT.)

Signal Poles

<u>Intersection</u>	<u>Signal Poles w/Mast Arm</u>	<u>Signal Poles w/ Mast arm and Luminaire Arm</u>	<u>Signal Poles w/2 Mast arms and Luminaire Arm</u>	<u>Ped Pole</u>
Baseline Rd./ N. 75th St.	1	2		
Baseline Rd./ N. 76th St.	1	2		
Baseline Rd./ Platte Middle School	2			
Jay Rd./ N. 47th St.	2	2		
Jay Rd./ Spine Rd.		1	1	2
Jay Rd./N. 63rd St.	2	2		1
N. 63rd St./Twin Lakes Rd.	2	2		
N. 75 St./Jay Rd		1	1	2
Niwot Rd./ N. 95th St.	2	2		
S. Boulder Rd./Cherryvale Rd.		4		
S. Boulder Rd./N. 76th St.	2	1		
Valmont Rd./Butte Mill Rd		1	1	1
Valmont Rd./N.61st. St.	1		1	1
Total Poles for Paint	15	20	4	7