



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

INVITATION TO BID
COVER PAGE

BID Number: **7328-22**

BID Title: **2022 Guardrail**

BID Questions Due: March 31, 2022 – 2:00 p.m.

Submittal Due Date: April 14, 2022 – 2:00 p.m.

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Bid Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Bid Tab Section
- Signature Page
- Sample Contract

Please click on this link to access additional files for this bid:
<https://www.dropbox.com/sh/0ftmxsyug8vgvdf/AAAFEDYcW86peMBT2jX-1nYa?dl=0>



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

INSTRUCTIONS

1. Purpose/Background

This project includes replacement and repair of W-beam guardrail at 14 sites located throughout Boulder County. Repair and replacement work generally include removing existing, damaged, or temporary barriers and replacing with new barrier. New railing will be 31-inch Midwest Guardrail System (MGS) and includes end sections, railing, posts, blocks, and reflective tabs.

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. **March 31, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **April 7, 2022**.

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 April 14, 2022**. 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 GOOGLE DOCS 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 # 7328-22** 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.



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

TERMS AND CONDITIONS

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder will furnish the information required in the Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the 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.



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

SPECIFICATIONS

This page intentionally left blank.

2022 Guardrail Project
PROJECT NO. GR-22-01

The *2019 Standard Specifications for Road and Bridge Construction* adopted by the Colorado Department of Transportation 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

CDOT STANDARD SPECIAL PROVISIONS.....	9
NOTICE TO BIDDERS	13
COMMENCEMENT AND COMPLETION OF WORK.....	14
REVISION OF SECTION 101 DEFINITIONS AND TERMS.....	15
REVISION OF SECTION 102 PROJECT PLANS AND OTHER DATA	17
REVISION OF SECTION 104 SCOPE OF WORK.....	18
REVISION OF SECTION 107 AIR QUALITY CONTROL.....	20
REVISION OF SECTION 107 FIRE PROTECTION PLAN.....	21
REVISION OF SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	25
REVISION OF SECTION 108 PROSECUTION AND PROGRESS	26
REVISION OF SECTION 109 MEASUREMENT AND PAYMENT.....	27
REVISION OF SECTION 201 CLEARING & GRUBBING.....	28
REVISION OF SECTION 606 GUARDRAIL.....	29
REVISION OF SECTION 625 CONSTRUCTION SURVEYING	30
REVISION OF SECTION 626 PUBLIC INFORMATION SERVICES	31
REVISION OF SECTION 630 CONSTRUCTION TRAFFIC CONTROL	33
TRAFFIC CONTROL PLAN - GENERAL	34
UTILITIES.....	36

BOULDER COUNTY PUBLIC WORKS DEPARTMENT
2022 Guardrail Project

**COLORADO
DEPARTMENT OF TRANSPORTATION
STANDARD SPECIAL PROVISIONS**

	<u>Date</u>	<u>#Pages</u>
Revision of Section 105 – Construction Drawings	(October 1, 2019)	1
Revision of Section 108 – Liquidated Damages	(June 18, 2021)	1
Revision of Section 630 – Construction Zone Traffic Control	(December 28, 2020)	1

October 1, 2019

REVISION OF SECTION 105
CONSTRUCTION DRAWINGS

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 105.02(f).

June 18, 2021

**REVISION OF SECTION 108
LIQUIDATED DAMAGES**

Revise Section 108.09 of the Standard Specifications as follows:

In subsection 108.09 delete the schedule of liquidated damages and replace with the following:

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To and Including	
0	1,000,000	1,500
1,000,000	2,000,000	2,500
2,000,000	5,000,000	4,300
5,000,000	15,000,000	7,800
15,000,000	-----	10,700

December 28, 2020

REVISION OF SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications is hereby revised:

Revise Section 630.11 Traffic Control Management first and second paragraph as shown:

630.11 Traffic Control Management.

The Contractor shall designate an individual, other than the superintendent, to be the Traffic Control Supervisor. The Traffic Control Supervisor shall be certified as a worksite traffic supervisor by an authorized entity and shall have a current flagger certification from an authorized entity. A copy of the Traffic Control Supervisor's certifications shall be provided to the Engineer at the Pre-construction Conference and shall be available at all times on the worksite.

The Contractor's Superintendent, and all others serving in a similar supervisory capacity, shall have completed an approved Traffic Control Supervisor training as offered by the authorized entities. The certifications of completion or certifications of achievement for all appropriate staff shall be submitted to the Engineer at the Pre-construction Conference.

In the third paragraph, Traffic Control Supervisor's duties, (7), revise as shown

- (7) Ensuring that traffic control devices are functioning as required.

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.

It is recommended that bidders on this project review the plan details with the following County representative:

Joshua Trickey, Traffic Operations Engineer

(720) 564-2653

For efficient scheduling, prospective bidders must contact the Engineer at least twenty-four (24) hours prior to the time they would like an appointment to review the project.

COMMENCEMENT AND COMPLETION OF WORK

The Contractor on this project shall commence work under this Contract on or before the 15th day following the date of the execution of the contract unless such time for beginning the work shall be changed by the Project Engineer in the “Notice to Proceed.”

The Contractor shall complete all work within **56 working days** in accordance with the “Notice to Proceed” and the punch list items shall be completed within and 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 is as 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 include:

Additional holidays recognized by Boulder County are:

New Year's Eve Day, Starting at Noon, if falls on Tuesday through Thursday
Full Day New Year's Eve, only if day falls on Monday.
President's Day
Election Day (Even years)
Day after Thanksgiving Day
Christmas Eve, Starting at Noon, if falls on Tuesday through Thursday
Full Day Christmas Eve, only if day falls on Monday

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 employee 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.

-2-

**REVISION OF SECTION 101
DEFINITIONS AND TERMS**

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 sign or 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.

Subsection 102.08 shall be revised with the following:

The bid proposal has been broken down into thirteen (13) sites:

- Site No. 1 - Lefthand Canyon Drive at James Canyon Drive
- Site No. 2 - Lefthand Canyon Drive at Sawmill Road
- Site No. 3 - Magnolia Road near MP 3.5
- Site No. 4 - Overland Road near MP 6.2
- Site No. 5 - Sugarloaf Road near MP 1.4
- Site No. 6 - Sugarloaf Road near MP 6.2
- Site No. 7 - Sunshine Canyon Drive near MP 7.0
- Site No. 8 - Sunshine Canyon Drive near MP 7.3
- Site No. 9 - Sunshine Canyon Drive near MP 8.2
- Site No. 10- Yellowstone Road at Upper Highland Ditch
- Site No. 11 - Yellowstone Road at Highland Ditch [West]
- Site No. 12 - Yellowstone Road at Highland Ditch [East]
- Site No. 13 - N 95th Street at Supply Ditch
- Site No. 14 - N 95th Street at Upper Highland Ditch

The Contractor is required to provide a bid total for each site No. 1 through 14.

Boulder County reserves the right to make awards on combination or separate proposals to the advantage of the County.

Contractors must bid on all sites, or their bid will not be accepted.

**REVISION OF SECTION
104 SCOPE OF WORK**

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

Subsection 104.02 (c) (2) shall be deleted in its entirety and replaced with the following:

Boulder County reserves the right to alter the quantities shown on the plans in order to meet budget constraints. The quantities shown on the plans are approximate and may be decreased or increased with no revision to the bid unit cost.

The Contractor is required to complete the Contract with sustained work efforts once he begins the project.

Total working days to complete the project will be determined by which sites are selected as defined in the Commencement and Completion of Work section.

The number of allowable working days by site is:

Site No. 1 - Lefthand Canyon Drive at James Canyon Drive	2 Days
Site No. 2 - Lefthand Canyon Drive at Sawmill Road	3 Days
Site No. 3 - Magnolia Road near MP 3.5	4 Days
Site No. 4 - Overland Road near MP 6.2	5 Days
Site No. 5 - Sugarloaf Road near MP 1.4	5 Days
Site No. 6 - Sugarloaf Road near MP 6.2	5 Days
Site No. 7 - Sunshine Canyon Drive near MP 7.0	4 Days
Site No. 8 - Sunshine Canyon Drive near MP 7.3	4 Days
Site No. 9 - Sunshine Canyon Drive near MP 8.2	15 Days
Site No. 10- Yellowstone Road at Upper Highland Ditch	4 Days
Site No. 11 - Yellowstone Road at Highland Ditch [West]	4 Days
Site No. 12 - Yellowstone Road at Highland Ditch [East]	6 Days
Site No. 13 - N 95th Street at Supply Ditch	3 Days
Site No. 14 - N 95th Street at Upper Highland Ditch	4 Days
Total Working Days	68 days

(2)
REVISION OF SECTION 104
SCOPE OF WORK

Subsection 104.02, Suspensions of work shall include the following:

The Contractor is required to complete the Contract with sustained work efforts once he begins the project. This project has 56 working days following Notice to Proceed. Weather days as agreed between the County's Construction Inspector and the Contractor will not count in the 56 working days.

No additional payment will be made for remobilization if the project is suspended.

The open roadway shall be kept free of mud and debris at all times.

The Contractor shall provide for safe local access to properties adjacent to the project and adjacent mailboxes at all times.

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.

Through traffic shall be maintained, with at least one lane open at all times on any part of the project, during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday. Two lanes, one for each direction of traffic, shall be maintained and open from 4:30 p.m. to 8:00 a.m. Monday through Friday, and from 4:00 p.m. Friday to 8:00 a.m. Monday.

Road closures for the guardrail work will not be permitted for this project. The roadway is to remain open to through traffic with a minimum of one lane supervised traffic during working hours and two lanes directional traffic during non-working hours. The contractor will be responsible for maintaining a functional surface on the roadway during working and non-working hours throughout the duration of the project, to include any maintenance item that insures the safe flow of traffic through the construction site.

All public traffic, including bicycles, shall be permitted to pass through the work with as little inconvenience and delay as possible. Waiting time for the traveling public shall be kept to a minimum, with waiting times not to exceed 15 minutes. At all times the Contractor shall provide for safe local access to property owners adjacent to the project. Emergency vehicles must be accommodated to pass through the construction site as needed.

**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;

-2-

**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.

-3-

**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.

-4-

**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 107
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

Subsection 107.07, Public Convenience and Safety, add the following:

Prior to working adjacent to driveways, the contractor shall confirm the work schedule with the property owner.

Access to residences and businesses shall be maintained at all times unless arrangements are made with the property owner and a copy of the written agreement is provided to the Project Engineer.

Subsection 107.17, Contractor's Responsibility for Work, add the following:

The Contractor shall be responsible for any damage to their work arising from running water from either a natural source or from landscape watering at no additional cost to the contract.

The Contractor shall be responsible for any damages done by the contractor that is outside the scope of this work, including but not limited to irrigation facilities, landscaping, or private property.

**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 present a preliminary bar chart or Critical Path Method diagram to Boulder County at least 3 working days prior to the pre-construction meeting. This preliminary bar chart or progress schedule shall show the major salient features of the project through completion.

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

- Traffic Control
- Guardrail Removal if applicable
- Guardrail Installation

Meetings will be required to review progress and plan upcoming activities. The Traffic Control Supervisor and representatives from 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.

Subsection 108.05 shall include the following:

All work performed by the Contractor or any of their 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 their 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 their 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 109
MEASUREMENT AND PAYMENT**

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Subsection 109.07 Payment for Materials on Hand (Stockpiled Material). Delete and replace with the following:

Partial monthly payments to the Contractor for completed work will include payment only for materials actually incorporated in the Work.

**REVISION OF SECTION 201
CLEARING & GRUBBING**

Section 201 of the Standard Specifications is hereby revised for this project as follows:

Subsection 201.02 shall include the following:

Clearing and grubbing on this project will be limited to clearing and grubbing along the shoulders of the roads to accommodate the guardrail work. The material generated will be removed from the site.

Subsection 201.02 shall be revised for this project as follows:

The second paragraph shall be deleted and replaced as follows: Clearing and Grubbing shall encompass the area as shown on the plans or as designated by the project engineer.

The sixth paragraph, second sentence shall be revised as follows; No deleterious material, asphalt or concrete pieces, or other debris shall be buried within the project limits.

The eighth paragraph will be revised as follows: The limits of tree trimming will be any branches encroaching on a rectangle defined by 5 feet from the edge of the proposed pavement with a height of 20 feet above the roadway surface or encroaching within 3 feet of the proposed path location. All trimming shall be done in accordance with good tree surgery practices and aesthetic tree shaping adjacent to road. All locations for tree trimming within the rights-of way shall be approved by the Engineer prior to the work. Tree trimming shall be considered incidental to the work if deemed necessary to complete the project.

**REVISION OF SECTION 606
GUARDRAIL**

Section 606 of the Standard Specifications is hereby revised for this project as follows:

Subsection 606.02 shall include the following:

Where guardrail is shown in the bid tab to be powder coated it shall be powder coated over galvanized steel (duplex coating). The color shall be a brown similar to RAL K7 "Signal Brown".

Subsection 606.03 shall include the following:

The Contractor shall furnish and install white reflector tabs on every other post on all sites except bridge locations, where reflectors shall be installed on every post.

All posts shall be punch driven, unless conditions require an alternate method of post placement.

The Contractor shall be aware that because of utility conflicts some sites may need hand dug post holes. Any cost for hand digging shall be included in the bid item for guardrail. Payment shall be the same regardless of the method, punch driven, hand dug, drilled, etc., used to place and secure posts.

The Contractor shall be aware that because of geologic conditions some sites may require drilling to place posts. Any cost for drilling or other related methods for post placement shall be included in the bid item for guardrail.

Subsection 606.06 shall include the following:

Payment for guardrail shall include compensation for the guardrail and all associated materials, sign replacement, and reflectors.

**REVISION OF SECTION 625
CONSTRUCTION SURVEYING**

Section 625 of the Standard Specifications is hereby revised for this project as follows:

Subsection 625.04 shall include the following:

The Contractor shall provide all construction surveying and staking necessary for the construction of the project.

Subsection 625.12 shall be revised for this project as follows:

Construction Surveying will not be measured or paid for separately but shall be included in the work.

**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).

-2-

**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
Name: Joshua Trickey
Phone: 720-564-2653
Email: jtrickey@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 TRAFFIC CONTROL**

Section 630 of the Standard Specifications shall be revised as follows:

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 shall include the following:

Traffic Control (Lump Sum) shall be considered as full compensation for providing and maintaining all required traffic control devices including signs, cones, barrels, barricades, flashing beacons, and other devices, as well as all flagging and traffic control supervision for each work site.

Subsection 630.18 shall include the following

Pay Item	Pay Unit
Traffic Control (Lump Sum)	Lump Sum

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,
- (c) Signing Plans,
- (d) 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) During the guardrail work, only one lane may be closed to traffic at any time unless approved by the Engineer. Traffic shall not be delayed for more than 15 minutes or as directed by the Engineer.
- (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.

-2-

TRAFFIC CONTROL PLAN – GENERAL

- (f) At least one week prior to starting construction, the Contractor shall notify the Project Engineer of the date the Contractor intends to start construction.

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

UTILITIES

The following utilities are within the limits of this project but are not expected to be involved.

UTILITY OWNER / ADDRESS	CONTACT / EMAIL	PHONE / FAX
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.

-2-
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.

-3-
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.



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

Commercial General Liability

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

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.

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.

Umbrella / Excess Insurance

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

Professional Liability (Errors and Omissions)

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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 Insureds.

***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.**

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
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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

BID TAB

BOULDER COUNTY PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 2022 GUARDRAIL PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL UNITS	UNIT COST	TOTAL COST
Site No. 1 - Lefthand Canyon Drive at James Canyon Drive					
202	REMOVE END SECTION	EACH	1	_____	_____
606	END ANCHORAGE, NON-FLARED MSKT	EACH	1	_____	_____
626	MOBILIZATION	L.S.	1	_____	_____
630	TRAFFIC CONTROL	L.S.	1	_____	_____
Site No. 1 - Lefthand Canyon Drive at James Canyon Drive				Total	_____
Site No. 2 - Lefthand Canyon Drive at Sawmill Road					
202	REMOVE END SECTION	EACH	1	_____	_____
202	REMOVE GUARDRAIL AND POSTS	L.F.	70	_____	_____
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	70	_____	_____
606	END ANCHORAGE, TYPE 3K	EACH	1	_____	_____
626	MOBILIZATION	L.S.	1	_____	_____

630	TRAFFIC CONTROL	L.S.	1		
Site No. 2 - Lefthand Canyon Drive at Sawmill Road				Total	

Site No. 3 - Magnolia Road near MP 3.5

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	178		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	155		
606	END ANCHORAGE, NON-FLARED SOFTSTOP	EACH	1		
606	END ANCHORAGE, TYPE 3K	EACH	1		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 3 - Magnolia Road near MP 3.5				Total	

Site No. 4 - Overland Road near MP 6.2

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	358		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	358		
606	END ANCHORAGE, FLARED FLEAT	EACH	2		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 4 - Overland Road near MP 6.2				Total	

Site No. 5 - Sugarloaf Road near MP 1.4

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	241		

606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	241		
606	END ANCHORAGE, FLARED FLEAT	EACH	2		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 5 - Sugarloaf Road near MP 1.4					Total

Site No. 6 - Sugarloaf Road near MP 6.2

202	REMOVE END SECTION	EACH	1		
202	REMOVE GUARDRAIL AND POSTS	L.F.	319		
202	REMOVE TEMPORARY CONCRETE BARRIER	L.F.	100		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	357		
606	END ANCHORAGE, NON-FLARED SOFTSTOP	EACH	2		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 6 - Sugarloaf Road near MP 6.2					Total

Site No. 7 - Sunshine Canyon Drive near MP 7.0

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	153		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	153		
606	END ANCHORAGE, TYPE 3K	EACH	2		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 7 - Sunshine Canyon Drive near MP 7.0					Total

Site No. 8 - Sunshine Canyon Drive near MP 7.3

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	182		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	182		
606	END ANCHORAGE, TYPE 3K	EACH	2		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 8 - Sunshine Canyon Drive near MP 7.3				Total	

Site No. 9 - Sunshine Canyon Drive near MP 8.2

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	2185		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	2185		
606	END ANCHORAGE, FLARED FLEAT	EACH	2		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 9 - Sunshine Canyon Drive near MP 8.2				Total	

Site No. 10 - Yellowstone Road at Upper Highland Ditch

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	191		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (6' STEEL POSTS & BLOCKS) (6'3 SPACING)	L.F.	193		
606	END ANCHORAGE, NON-FLARED MSKT	EACH	3		
606	END ANCHORAGE, TYPE 3K	EACH	1		

606	TRANSITION, TYPE J	EACH	1		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		

Site No. 10 - Yellowstone Road at Upper Highland Ditch **Total**

Site No. 11 - Yellowstone Road at Highland Ditch [West]

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	213		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (6' STEEL POSTS & BLOCKS) (6'3 SPACING)	L.F.	198		
606	END ANCHORAGE, NON-FLARED MSKT	EACH	2		
606	END ANCHORAGE, FLARED FLEAT	EACH	1		
606	END ANCHORAGE, TYPE 3K	EACH	1		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		

Site No. 11 - Yellowstone Road at Highland Ditch [West] **Total**

Site No. 12 - Yellowstone Road at Highland Ditch [East]

202	REMOVE END SECTION	EACH	2		
202	REMOVE GUARDRAIL AND POSTS	L.F.	565		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (6' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	310		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (6' STEEL POSTS & BLOCKS) (6'3 SPACING)	L.F.	255		
606	END ANCHORAGE, NON-FLARED MSKT	EACH	7		
606	END ANCHORAGE, TYPE 3K	EACH	1		
626	MOBILIZATION	L.S.	1		

630	TRAFFIC CONTROL	L.S.	1		
Site No. 12 - Yellowstone Road at Highland Ditch [East]				Total	

Site No. 13 - N 95th Street at Supply Ditch

202	REMOVE GUARDRAIL AND POSTS	L.F.	18		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' WOOD POSTS & BLOCKS) (6'3 SPACING)	L.F.	186		
606	END ANCHORAGE, NON-FLARED SOFTSTOP	EACH	3		
606	END ANCHORAGE, TYPE 3K	EACH	1		
606	TRANSITION, TYPE J	EACH	1		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 13 - N 95th Street at Supply Ditch				Total	

Site No. 14 - N 95th Street at Upper Highland Ditch

202	REMOVE GUARDRAIL AND POSTS	L.F.	18		
606	GUARDRAIL (TYPE 3-W BEAM GALVANIZED) (7' STEEL POSTS & BLOCKS) (6'3 SPACING)	L.F.	476		
606	END ANCHORAGE, NON-FLARED SOFTSTOP	EACH	3		
606	END ANCHORAGE, TYPE 3K	EACH	1		
606	TRANSITION, TYPE J	EACH	1		
626	MOBILIZATION	L.S.	1		
630	TRAFFIC CONTROL	L.S.	1		
Site No. 14 - N 95th Street at Upper Highland Ditch				Total	

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.

Sample Contract

DETAILS SUMMARY	
Document Type	Choose an item.
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Public Works
Division/Program	
Mailing Address	PO Box 471, Boulder, CO 80306
Contract Contact – Name, email	Laura Konersman, lkonersman@bouldercounty.org
Invoice Contact – Name, email	pwinvoices@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- Name, title, email	
Contact 2- Name, title, email	
Contract Term	
Start Date	
Expiration Date	
Final End Date	
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	Choose an item.
Brief Description of Work	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – County Internal Use Only	
Grant Funded?	Yes or No
Bid Number	
Award Date	
If no Bid No., bid process used	Choose an item.
COVID-19	YES or NO
Project #	
Purchasing Notes <i>(optional)</i>	
Contract Notes	
<i>Additional information not included above</i>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Public Works 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 (i) in a good and workmanlike manner, (ii) at its own cost and expense, (iii) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (iv) in strict accordance with the Contract. County and its representatives shall have access to the Work at all times.

a. Contractor shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

b. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Contractor warrants that all materials incorporated into the Work will be new unless otherwise specified.

c. Contractor shall at all times enforce good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to such person. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the Work to ensure safe conditions on the premises at all times. Contractor shall comply with all laws, regulations, ordinances, rules, and orders of any public authority bearing on the safety of persons and property. In the event that County notifies Contractor of any unsafe conditions or practices, Contractor shall immediately take all actions required to remediate them at no expense to County. County reserves the right to immediately suspend the Work in the event of imminent hazard, as determined by County.

d. At all times, Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Work, Contractor shall remove all of its waste materials and rubbish from the premises, as well as its tools, construction equipment, machinery and surplus materials.

e. Contractor shall confine operations on the premises to areas permitted by law, ordinances, permits, this Contract, and as directed by County, including storage of any materials or equipment.

f. Any claim for an increase in the **Contract Amount** shall be made and generally described by Contractor in writing and delivered to County promptly, in no event later than thirty (30) days after the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered to County within sixty (60) days after such occurrence and shall be accompanied by Contractor's written statement that the amount claimed covers all known amounts to which Contractor is entitled as a result of the occurrence of said event. All claims for increase in the **Contract Amount** shall be determined by County if the Parties are unable to otherwise reach agreement on the claim.

g. Before ordering any materials or doing any Work, Contractor shall verify all measurements for the Work and shall be responsible for the correctness of same.

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 for completion of any Work performed in the prior calendar month. 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**. 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 (Additional Time only): 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 by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and 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 may 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. Contractor shall promptly notify County of any aspect of the Work that will not be delivered or accomplished according to the initial 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 officials and appointed department heads, 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. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with 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. None of Contractor, its agents, personnel or subcontractors are employees 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**

a. **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 breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, 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.

b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, 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.

c. **Convenience:** In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. **Contractor Obligations upon Termination or Expiration:** By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

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 (in addition to any other remedies provided by law or in this Contract), 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 full and final 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 fully and finally 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 may 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.): *The phrase “unauthorized worker” as used in this provision shall have the same and intended meaning as “illegal alien” as such phrase is used in 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 unauthorized worker 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 unauthorized worker 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 unauthorized worker 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 unauthorized worker, 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 unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; 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 unauthorized worker. 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. Contractor shall not contract with a person or entity to whom County has made a reasonable objection.
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. § 24-72-200.1, 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 is solely responsible for insuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Contractor shall promptly notify County if any drawings or specifications are at variance with any laws, regulations, ordinances, or codes. If Contractor performs any Work contrary to such laws, regulations, ordinances, or codes, Contractor shall bear all costs arising therefrom. County approval of the Work or any aspect of Contractor's performance, such as drawings, specifications, plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

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: All construction, deconstruction, remodel, and office move projects are required to follow construction waste procedure modeled off of Boulder County BuildSmart Code, International Green Construction Code (IGCC), International Energy Conservation Code (IECC), and Leadership in Energy and Environmental Design (LEED) certification, as an effort to achieve maximum jobsite waste diversion, energy efficiency, and water conservation. All 'demolition projects' are to follow deconstruction procedures. Instead of demolition project materials being crushed and primarily sent to the landfill, these projects should be systematically dismantled, typically in the opposite order they were constructed, in order to maximize the salvage of materials. Any hazardous materials encountered should follow state and federal standards, and contractor shall leverage the Boulder County Hazardous Materials Management facility for hazardous materials. The development of a project diversion plan is encouraged to include material types and volume/weight estimations as well as planned destinations. Projects must track all jobsite waste.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. County Opportunity to Review: Contractor shall provide County with the opportunity to review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

43. Notice to Proceed: The Parties agree that time is of the essence and work will begin after a "Notice to Proceed" has been issued by the County and in accordance with the terms therein.

44. Retainage: County may retain partial payment pending completion and County acceptance of the Work as satisfactory and fully and finally complete. For contracts that exceed \$150,000, the retention rate shall not exceed five percent (5%). C.R.S. § 24-91-103. Contractor is responsible for submitting a final invoice for any retainage held by County. If It becomes necessary for County to take over completion of the Work, all of the amounts owing to Contractor, including the withheld percentage, shall be applied: First, towards completion of the Work; second, towards performance of the withholding requirement set forth in C.R.S. § 38-26-107; third, to the surety furnishing bonds for the Work, to the extent such surety has incurred liability or expense in competing the Work or made payments pursuant to C.R.S. § 38-26-106; then, to Contractor. Such retained percentage as may be due to Contractor shall be due and payable as provided by C.R.S. § 38-26-107.

45. Bonds: Upon County's request, Contractor shall obtain and deliver to County payment and performance bonds each equal to 100% of the total Contract. Bonds shall be executed by a qualified corporate surety and must be acceptable to County. County reserves the right to accept other acceptable forms of surety in lieu of a bond, and to reduce the bond requirements set forth herein consistent with C.R.S. § 38-26-106.

46. Change Orders: If unforeseen modifications or changes are required, Contractor may submit a Change Order request to County, which must include a complete description, timeline, and fee schedule for the proposed work. Change Orders are not effective until approved by County in writing.

47. No Suspension or Debarment: Contractor certifies, and warrants for the duration of this Contract, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

48. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this provision. HVAC, roofing, and general contractors must be licensed through Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to County prior to Contractor beginning the Work.

49. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management

Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Contractor must comply with the requirements of MS4 permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

50. Guaranties and Warranties: Upon completion of the Work, Contractor will provide County with a written guaranty covering all labor, materials and workmanship incorporated into the Work for one (1) year, or within any such longer period of time as may be prescribed by law, the specifications, or any other applicable special warranty required by the **Contract Documents**. Final payment upon full and final completion of the Work will not relieve Contractor of responsibility for faulty material or workmanship, which County may require Contractor to fix at Contractor's sole expense, in addition to County's other remedies. This provision shall apply to Work completed by Contractor's employees and subcontractors.

51. Final Payment: A final inspection of the Work shall be conducted by County. If a list of deficiencies results from such final inspection, Contractor shall promptly rectify all items appearing thereon before final payment will be made. When County indicates acceptance of the Work, Contractor may request final payment from County, including any retained amounts. Final payment shall be subject to C.R.S. § 38-26-107.

52. Notice of Final Settlement: Prior to remitting final payment to Contractor, County shall publish a Notice of Final Settlement in accordance with C.R.S. § 38-26-107. Final payment will be rendered in accordance with the statute and the other terms of this Contract. Final payment will not be rendered until County, in its sole discretion, determines full and final completion of the Work.

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

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

b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at:

<https://assets.bouldercounty.org/wpcontent/uploads/2018/03/metadata-standards-contractors.pdf>

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

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

i. Name:

NAD 1983 HARN State Plane Colorado
North FIPS 0501 Feet

ii. Unit:
Foot US

iii. Projection:
Lambert Conformal Conic

iv. Horizontal Datum:
North American Datum 1983 HARN

v. Vertical Datum:
North American Vertical Datum 1988

vi. Spheroid:
GRS 1980

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

54. State Specifications: The Standard Specifications for Road and Bridge Construction 2017, either in whole or as set forth in the Bid Documents, are expressly incorporated into this Contract by reference.

55. Determination of Unit Prices: County will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The Parties will review the County's preliminary determinations before County renders a written decision thereon (by recommendation of an Application for Payment or otherwise), which shall be final and binding upon Contractor. The value of any Unit Price Work covered by a Change Order or claim for an increase or decrease in the Contract Amount shall be determined by applying the unit prices to the quantities of items.

a. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Parties agree that the Contract Amount includes the total cost of Unit Price Work, determined by multiplying the quantity of each item by its unit price. Initial quantity determinations are estimates, which must be adjusted to reflect actual quantities. Contractor shall make a claim in writing to County for any additional amounts owed where actual quantities exceed estimated quantities. Contractor shall provide such written claim within twenty (20) days of providing the items and shall be accompanied by supporting documentation. The written claim shall include a statement that the claimed amount covers all known amounts (direct, indirect and consequential) to which Contractor is owed. County shall only pay Contractor for actual quantities of items provided hereunder.

b. The Parties agree that each unit price adequately covers Contractor's overhead and profit for each item.

56. Records Retention/Access/Audits: Contractor shall maintain all records and documents pertaining to this Contract in accordance with the requirements prescribed by

County. Such records shall be maintained for a period of five (5) calendar years after the date of Contractor's final payment from County under this Contract. Contractor agrees that County or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract as necessary and upon request, throughout the term of this Contract, and for five (5) calendar years after the date of the final payment hereunder. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. County and Contractor acknowledge that protected information is exempt from this requirement without proper client release.

57. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

58. COVID-19 Vaccine Requirement for Certain Contractors/Vendors/Subrecipients of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform work in a county facility" means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in or on a county facility/property. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor/Vendor/Subrecipient that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor/Vendor/Subrecipient can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy.

59. Insurance: 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. 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.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except

after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements. 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:

Commercial General Liability

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

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.

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.

Umbrella / Excess Insurance

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

Professional Liability (Errors and Omissions)

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and

expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

[Signature Page to Follow]

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

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:	