



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

INVITATION TO BID
COVER PAGE

BID Number: **7331-22**

BID Title: **Olde Stage Road Rehabilitation (Shoulder Widening & Mill/Overlay)**

Optional Pre-Bid Meeting: Date: 11:00 a.m., Tuesday, March 29, 2022
Location: MS Teams
Microsoft Teams meeting
[Click here to join the meeting](#)
Or call in (audio only)
[+1 720-400-7859](tel:+17204007859),543408609# US, Denver
Phone Conference ID: 543 408 609#

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

BID Answers Posted: Wednesday, April 6, 2022

Submittal Due Date: Wednesday, April 13, 2022 – 2:00 p.m.

Email Address: purchasing@bouldercounty.org

Documents included in this package: Bid Instructions
Terms and Conditions
Bid Tab Section
Specifications
Insurance and W-9 Requirements
Submittal Checklist
Signature Page
Sample Contract



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INSTRUCTIONS

1. Purpose/Background

Widen the east side of Olde Stage Road North from the Lee Hill Drive intersection for about 0.43 miles to create a four-foot-wide paved shoulder. Mill & Overlay existing roadway from the end of the shoulder widening to the limits near Lefthand Canyon Drive.

2. Optional Pre-Bid Meeting

An Optional Pre-Proposal Video Conference Meeting through Microsoft Teams will be held on **March 29, 2022 at 11:00 a.m.** Please click on the link on the cover page, or call +1 720-400-7859 Conference ID: 543 408 609#.

3. 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. **Thursday, March 31, 2022.** A response from the county to all inquiries will be posted and sent via email no later than **Wednesday, April 6, 2022.**

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

4. 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 Wednesday, April 13, 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 #7331-22** 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.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

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



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TERMS AND CONDITIONS

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

10. Confidential/Proprietary Information: 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 damage



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SPECIFICATIONS

The Underutilized Disadvantaged Business Enterprise (UDBE) goal is 0%. Bidders must be listed on the current Colorado State Department of Transportation's qualifications list to qualify. Proposals are requested for the furnishing of all labor and materials on a UNIT basis. Bid security in the form of a Bid Bond, Cashier's Check or Certified Check, payable to Boulder County, in the amount equal to ten (10%) percent of the total amount of the Bid, to be retained by the County until a Contract is executed. If the successful Bidder should fail to enter into a Contract with the County to furnished bid, his check or bid bond will be held as liquidated damages; in which event the Contract may then be awarded to the next lowest bidder.

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



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BID TAB

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202-05006	SAWING CONCRETE (6 INCH)-DRIVEWAY	LF	28.00	0		28.00		
202-05026	SAWING ASPHALT MATERIAL (6 INCH)	LF	2,287.00	-		2,287.00		
203-00000	UNCLASSIFIED EXCAVATION	CY	200.00	0		200.00		
207-00205	TOPSOIL (SPECIAL)	CY	27.00	0		27.00		
208-00007	EROSION LOG (8 INCH)	LF	219.00	0		219.00		
210-00010	RESET MAILBOX STRUCTURE	EA	14.00	0		14.00		
210-00810	RESET GROUND SIGN	EA	5.00	0		5.00		
210-04000	ADJUST TIMBER WALL	EA	1.00	0		1.00		
212-00006	SEEDING (NATIVE)	ACRE	0.05	0		0.05		

213-00003	MULCHING (WEED FREE)	ACRE	0.05	0		0.05		
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	578.00	1,103.00		1,681.00		
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28) - 4.5" TOTAL (SPECIAL)	TON	915.00	0		915.00		
403-34721	HOT MIX ASPHALT (GRADING SX)(75)(PG 58-28) - 2" TOTAL (SPECIAL)	TON	774.00	0		774.00		
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28) - 2" M/O ROADWAY (SPECIAL)	TON	0	4,141.00		4,141.00		
403-34721	HOT MIX ASPHALT (GRADING SX)(75)(PG 58-28) - 2" M/O ROADWAY (SPECIAL)	TON	0	4,141.00		4,141.00		
403-34721	HOT MIX ASPHALT (GRADING SX)(75)(PG	TON	96.00	392.00		488.00		

	58-28) - 4" TOTAL DRIVEWAY (SPECIAL)							
506-00206	RIPRAP (6 INCH)	CY	5.00	0		5.00		
603-10180	18 INCH CORRUGATED STEEL PIPE	LF	32.00	0		32.00		
603-10180	18 INCH CORRUGATED STEEL PIPE (MISC)*	LF	250.00	0		250.00		
603-30018	18 INCH STEEL END SECTION	EA	2.00	0		2.00		
614-00011	SIGN PANEL (CLASS I) & POST	SF	10.00	0		10.00		
625-00000	CONSTRUCTION SURVEYING (SPECIAL)	LS	0	1.00		1.00		
626-00000	MOBILIZATION	LS	0	1.00		1.00		
627-00005	EPOXY PAVEMENT MARKING	GAL	37.00	173.00		210.00		

630-00016	TRAFFIC CONTROL (SPECIAL)	LS	0	1.00			1.00	
630-80355	PORTABLE MESSAGE SIGN PANEL	EA	0	3.00			3.00	

FORCE ACCOUNT

700-70010	MINOR CONTRACT REVISIONS	F/A				\$150,000.00	1	\$150,000.00
TOTAL								\$150,000.00

Enclosed herewith is the required bid bond in the amount of ten percent (10%) (\$ _____) which the bidder agrees to be forfeited to and become the property of the County of Boulder as liquidated damage should this proposal be accepted and a Contract be awarded to him and he fails to enter into a Contract in the form prescribed and to furnish the required bonds and insurance within ten days upon his signing the contract and delivering the approved bonds. In submitting the bid it is understood that the right is reserved by the County of Boulder to reject any and all bids.

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BOULDER COUNTY PUBLIC WORKS DEPARTMENT
OLDE STAGE ROAD REHABILITATION – SUBSIDENCE REPAIR

The 2019 *Standard Specifications for Road and Bridge Construction* from 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.

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**BOULDER COUNTY TRANSPORTATION DEPARTMENT
OLDE STAGE ROAD REHABILITATION – SHOULDER WIDENING & MILL/OVERLAY
STANDARD SPECIAL PROVISIONS**

The 2019 *Standard Specifications for Road and Bridge Construction* from 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.

Name	Revised Date	No. of Pages
Revision of Section 103 – Colorado Resident Bid Preference	(October, 1 2019)	1
Revision of Section 108 - Payment Schedule (Single Fiscal Year)	(October, 1 2019)	1
Revision of Section 109 – Prompt Payment (Local Agency)	(October, 1 2019)	2
Revision of Section 625 – Construction Surveying	(October, 1 2019)	1

INSTRUCTIONS TO BIDDERS

To be considered, proposals must be made in accordance with these Instructions to Bidders.

ARTICLE 1 - Definitions

- 1.1 Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, the Proposal and Proposal Schedule, other sample bidding and Contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of Bids, the plans, specifications and special provisions.
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Boulder County Purchasing prior to the execution of the Contract, which modify or interpret the bidding documents by addition, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- 1.5 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which Work may be added or deducted for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents. The unit prices as shown on the Proposal Schedule are described in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction 2019, and as revised by the special provisions which will be used to control work on this project.
- 1.8 Unit Price Work - Work to be paid for on the basis of unit prices.
- 1.9 A Bidder is one who submits a Bid for a Contract for the work described in the proposed Contract Documents and is referred throughout these instructions as if singular in number and masculine in gender.
- 1.10 A Sub-bidder is one who submits a Bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 2 - Bidders Representation

- 2.1 Each Bidder by making his Bid represents that:
 - a. He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - b. He has visited the site and has familiarized himself with the local conditions under which the Work is to be performed.
 - c. His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

ARTICLE 3 - Bidding Documents

- 3.1 Copies
 - a. Bidders may obtain from the County Engineer complete sets of the Bidding Documents.
 - b. Other major Sub-bidders may obtain sets of Bidding Documents for limited periods of time depending on

the availability. NO PARTIAL SETS WILL BE ISSUED.

- c. Complete sets of Bidding Documents shall be used in preparing Bids; the County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- d. The County in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bidding Documents

- a. Bidders shall promptly notify the County of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- b. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the County received at least seven (7) days prior to the date of receipt of Bids.
- c. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes. The County will not be responsible for oral clarification.

3.3 Substitutions

- a. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any equal substitution.
- b. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least ten (10) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The County's decision of approval or disapproval of a proposed substitution shall be final. Submit descriptive data with two copies of a letter or request for substitution along with a self-addressed, stamped envelope.
- c. If the County approved any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. The Bidder proposing the substitution will be notified of approval or rejection by return of one copy of the Letter of Request so noting such approval or rejection if a self-addressed, stamped envelope is furnished.

3.4 Addenda

- a. Addenda will be mailed or delivered to all who are known by the County to have received a complete set of Bidding Documents.
- b. Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- c. No addenda will be issued later than four (4) days prior to the date for receipt of Bids except an addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.
- d. Each Bidder shall ascertain prior to submitting his Bid that he has received all addenda issued, and he shall acknowledge their receipt in his Bid. It is the responsibility of the Bidder to ensure receipt of all addenda.
- e. All addenda issued shall become a part of the Contract Documents.

4.1 Form and Style of Bids

- a. Failure to comply with the following provisions may be cause for rejection of Bids.
- b. All information supplied on the bid forms shall be filled in by typewriter or manually in ink. Illegible Bids will be cause for rejection.
- c. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- d. Any interlineation, alteration or erasure must be initialed by the signer of the Bid.
- e. All requested alternates shall be bid. If a Bidder wishes not to bid an alternate, it shall be marked "NO BID".
- f. Bidder shall make no additional stipulations on the bid form nor qualify his bid in any other manner.
- g. Each copy of Bid shall include the legal name of Bidder and a statement whether Bidder is a Sole Proprietor, a Partnership, a Corporation of any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.

4.2 Security

- a. Each Bid shall be accompanied by a bid guaranty which shall be not less than ten percent (10%) of the bid amount. The guaranty must be duly executed by the Bidder as principal, pledging that the Bidder shall enter into a Contract with the County on the terms stated in his Bid and will furnish the required bonds.
- b. The County shall have the right to retain the bid security of all Bidders until either (a) the Contract has been executed and the required bonds and insurance have been furnished or (b) all Bids have been rejected or (c) no award has been made within thirty (30) days after the date of opening of Bids, when Bids may be withdrawn, upon demand of the Bidder so long as he has not been notified of the acceptance of his Bid.

4.3 Liquidated Damages for Failure to Enter Into Contract

The successful Bidder, upon his failure or refusal to execute and deliver the Contract, Performance and Labor and Material Payment Bonds and evidence of insurance within ten (10) days of the Notice of Award, shall forfeit to the County, as liquidated damages and as penalty for such failure or refusal, the bid guaranty deposited with his Bid.

4.4 Submission of Bids

- a. The County may waive any informalities or reject any or all Bids. No Bid received after the time and date specified in the Invitation to Bid will be considered. No Bidder may withdraw a Bid within thirty (30) days after the actual date of opening thereof.
- b. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

4.5 Modification or Withdrawal of Bid Prior to Opening

- a. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.
- b. Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worked as not to

reveal the amount of the original Bid.

- c. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- d. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 - Consideration of Bids

5.1 Opening of Bids

- a. BIDS are due at purchasing@bouldercounty.org only, for time and date recording on or before 2:00 p.m. Mountain Time on Wednesday, April 13, 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.

5.2 Rejection of Bids

- a. The County shall have the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required bid security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.
- b. The County may reject a Bid before or after opening upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

5.3 Acceptance of Bid (Award)

- a. The County shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
- b. It is the intent of the County to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.
- c. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared, upon written notice of Bid Award, to furnish all required bonds and insurance, and to commence work within ten (10) days following the date of the execution of the contract, or on date specified in writing by the County Engineer.

ARTICLE 6 - Performance Bond and Labor and Material Payment Bond

6.1 County's Right to Require Bonds

The County shall prior to the execution of the Contract, require the Bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in the form included herein to the nearest integral \$100.00 in excess of the Contract price. Premiums for the furnishing of such bonds shall be paid by the Bidder.

6.2 Time of Delivery and Form of Bonds

- a. The Bidder shall deliver the required bonds to the County not later than ten (10) days after award of Contract.
- b. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

ARTICLE 7 - Form of Agreement Between the County and the Contractor

7.1 Form to be Used

Unless otherwise provided in the Bidding Documents, the Contract for the Work will be written on the Standard Form of Contract provided by the County.

ARTICLE 8 - Legal Requirements

- 8.1 Attention of Bidders is particularly called to the State of Colorado Statutory requirements for Wages and Salaries, Equal Employment Opportunity, and Colorado Labor provisions. Requirements also include, but are not limited to, the Clean Air Act, Water Pollution Control Act, 1974 Fugitive Dust Law, Noise Control Act of 1972, Anti-Kickback Act and Public Works Act of 1976. The Subcontractor acknowledges that he is familiar with the necessary statutes and agrees to comply with the provisions.

ARTICLE 9 - Sales Taxes

- 9.1 Attention of Bidders is particularly called to the requirement for certificates of Sales Tax exemption for the Contractors and Subcontractors upon award of Contract. (Title 39-26-708, CRS) DO NOT INCLUDE SALES TAX IN THE BID PROPOSAL.

Questions regarding this provision should be referred to the Colorado State Department of Revenue, Sales Tax Division.

ARTICLE 10 - Insurance

- 10.1 Bidders attention is called to the requirements for insurance, specified in the Contract. These shall also include the following minimums:

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.

Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

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.

Certificates of insurance, showing Boulder County as additional named insured, will be required within ten (10) days of award of Contract. Said certificates shall provide for 30 days written notice of cancellation, termination or material change to Boulder County.

ARTICLE 11 - Licenses and Permits

- 11.1 Contractor and any subcontractor shall hold any licenses required by State, City or other local regula-

tions to perform the work intended.

- 11.2 Prior to commencement of work the Contractor shall furnish evidence to the County that all Special Mobile Machinery (SMM) to be used to perform the work contained within the Contract are currently registered with the State of Colorado Department of Revenue, Motor Vehicles Division. Such evidence shall include the make, model and serial number of the equipment, the SMM registration number, and the expiration date of the registration.**

NOTICE TO BIDDERS

Proposals are requested for the furnishing of all labor and materials on a UNIT basis. Bid security in the form of a Bid Bond, Cashier's Check or Certified Check, payable to Boulder County, in the amount equal to ten (10%) percent of the total amount of the Bid, to be retained by the County until a Contract is executed. If the successful Bidder should fail to enter into a Contract with the County to furnish bid, his check or bid bond will be held as liquidated damages; in which event the Contract may then be awarded to the next lowest bidder.

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

All inquiries regarding this Bid shall be submitted via email to purchasing@bouldercounty.org on or before 2:00PM Thursday, March 31, 2022. A response from the County to all inquiries shall be posted Wednesday, April 6, 2022.

County Representative: Colton Coughlin
Boulder County Public Works
2525 13th Street, Suite 203
Boulder, CO 80304
303-682-6779
ccoughlin@bouldercounty.org

Boulder County reserves the right to reject any bid from a Contractor that the County believes is unqualified.

All references to the Colorado Division of Highways, Colorado Department of Transportation, and/or Department or Division shall also mean Boulder County.

PRE-BID CONFERENCE

A Pre-Bid Meeting will be held March 29, 2022 at 11:00am on Microsoft Teams

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 720-400-7859](tel:+17204007859), [543408609#](tel:+17204007859) United States,
Denver

Phone Conference ID: 543 408 609#

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COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract on or before the 10th day following Contract execution or the 30th day following the date of award, whichever comes later, unless such time for beginning the work is changed by the Engineer in the "Notice to Proceed."

The Contractor shall complete all work (excluding punch list items) within 60 working days to complete Drexel Barrell & Co. Shoulder Widening & Mill/Overlay Plans in accordance with the "Notice to Proceed" and the punch list items shall be completed within 10 working days. Punch list work shall be done efficiently and effectively so as not to unnecessarily delay work. Once work begins, the work shall continue without interruption until its completion. Punch list work shall be done efficiently and effectively so as not to unnecessarily delay work.

The contractor shall notify the County a minimum of 30 days in advance of their desired construction start date.

See Project Special Provision, "Revision of Section 108, Prosecution and Progress for the salient features for this project.

GENERAL INFORMATION

1. The Colorado Department of Transportation “Standards Specifications for Road and Bridge Construction 2019 (hereafter referred to as the “Standard Specifications”) are made a part of this Contract by this reference except as revised herein.
2. The Contractor shall have a copy of the “Standards Specifications” on the project at all times.
3. Boulder County reserves the right to change quantities by up to 33% without constituting a material change to the character of the work: such changes shall not be considered an extra to the Contract because of the Change.
4. The Contractor is responsible for obtaining a CDPS-SCP (Colorado Discharge Permit System – Stormwater Construction Permit) from the CDPHE (Colorado Department of Public Health) prior to construction. The contractor is also required to obtain a Boulder County Storm Water Quality Permit (SWQP).
5. The Contractor is responsible to obtain any additional permits, licenses and/or certification required by the County or State agencies required to complete the work included in the Contract Documents.

**REVISION OF SECTION 101
DEFINITION OF TERMS**

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

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

Subsection 101.28: “Department” shall mean Boulder County, Colorado.

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

Subsection 101.36 Holidays shall include: Additional holidays recognized by Boulder County are:

President’s Day
Election Day (Even years)
Day after Thanksgiving Day
Christmas Eve, Starting at Noon, If falls on Monday through Thursday
New Year’s Eve Day, Starting at Noon, if falls on Monday through Thursday

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

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

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

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

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

Subsection 101.51 shall include the following:

(c) *Project Engineer:* Boulder County’s employee, assigned by the County Engineer, is the duly authorized representative. The Project Engineer is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract.

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

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

In addition to the above revisions, all sections of the Plans, Specifications and Estimate that refer to the “Boulder County Transportation Department” shall be replaced with the “Boulder County Public Works Department”.

**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, and the project technical specifications in .PDF format, online at the designated internet bid advertisement site. The contract document and the project technical specifications in .PDF format will be considered as the official bid set and record set.

Upon contract execution, Boulder County will provide one original wet signed and stamped set of plans and specifications. A copy of those original signed and stamped documents will be provided in electronic format as a PDF.

**REVISION TO SECTION 104
SCOPE OF WORK**

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

Subsection 104.04, Maintaining Traffic, shall include the following:

The roadway is to remain open to through traffic at all times, with a minimum of one lane supervised traffic during working hours. During non-working hours the roadway shall have either two-lanes open (minimum of 20') or one-lane traffic regulated by a temporary traffic signal. Emergency vehicles shall be allowed to pass at all times. The contractor will be responsible for maintaining a functional surface on the roadway and a protective barrier which shall be placed during working and non-working hours throughout the duration of the project. The contractor shall be responsible for maintaining the roadway at no additional cost. Maintenance shall include, but not limited to snow removal, sweeping, and grading to ensure the safe flow of traffic, including bicycles, through the construction site. Waiting time for the traveling public shall be kept to a minimum, with waiting times not to exceed 15 minutes.

**REVISION TO SECTION 105
CONTROL OF WORK**

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

Subsection 105.11, Cooperation with Utilities, delete the first paragraph and include the following:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavating 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 initial day of contact, prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) by dialing 811 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 work.

The Contractor shall perform potholing, as required, to locate utilities that may conflict with the construction. As stated in Section 105 of the Specifications, the Contractor shall consider in the bid proposal, all of the permanent utility facilities in their present positions as shown in the Contract and as revealed by site investigation. Additional compensation will not be allowed for foreseeable coordination from the utility facilities or the adjustment operations as indicated in the plans.

Utility companies, entities, or their agents that have utilities, which may need to be adjusted by the Contractor, may require their inspectors to approve and accept the work being accomplished. If a utility company approaches the Contractor, the Contractor shall notify the respective utility that they should coordinate their inspections with the Engineer. Any problems that arise are to be resolved through the Engineer.

The Contractor shall be responsible for protecting, supporting, and if necessary, shoring existing utilities while constructing the roadway and associated work. Prior to excavating where utilities are to be supported, the Contractor shall submit to and obtain approval from Boulder County and the individual utility companies, plans of how the utility lines will be supported and protected during construction.

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

**REVISION OF SECTION 105
SHOP DRAWINGS**

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

Subsection 105.02 (b) shall include the following:

Shop drawings, working drawings, and other submittals shall be delivered to the Engineer in either hard copy or electronic format. Contractor shall verify that the submittal has been received by the Engineer.

Subsection 105.02 (c) shall be revised as follows:

The time required for the Engineer's review of each submittal will not exceed five (5) working days after a complete submittal of shop drawings is received by the Engineer.

REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO 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:

Before working adjacent to single home residential driveways, the contractor shall confirm the work schedule with the property owner 48 hours prior to beginning work. Before working adjacent to multi-unit residential driveways or access points (i.e. apartment building, townhomes), the contractor shall confirm the work schedule with the property owner five (5) working days prior to beginning the work. Adjacent work also includes, at a minimum, any temporary closures anticipated for concrete work, paving, etc.

Access to residences 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.

The contractor shall not block driveways at any time without written consent from the owner. This includes parking equipment, loading or unloading of equipment, or any other activity. Nor shall the contractor stage any material on any driveway or parking lot unless otherwise allowed with written consent from the owner.

Subsection 107.12 shall include the following:

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the Engineer for approval prior to vegetation removal or any damaging activity. Damaged or destroyed trees, shrubs, or wetlands, which could have been saved, shall be replaced at the expense of the Contractor.

If any trees or shrubs are to be removed between April 1st and August 31st, a nesting bird survey must be completed for active nests. The survey will be conducted by the contractor. If an active nest(s) is found, no work may be done within 50 feet of the nest(s) until Boulder County is notified and further direction of construction limitations have been defined. These requirements are in order to avoid the Migratory Bird Act of 1918.

Subsection 107.15 shall be revised to include the following:

All insurance policies in this section shall name Boulder County as additional insured.

Subsection 107.17, Contractor's Responsibility for Work, shall include 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 or their subcontractors that is outside the scope of this work or limits of disturbance, including but not limited to irrigation facilities, landscaping, or private property.

Section 107.18 shall be deleted and replaced with the following:

Public Involvement by Contractor. *The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:*

a) *The Contractor, at the preconstruction meeting, shall designate a project contact person. This individual shall be primarily responsible for maintaining communications with the Engineer; provide information on a regular basis to private individuals, local organizations interested in the project and the affected agencies. The below listed agencies, at a minimum, shall be coordinated with on an ongoing basis and coordination shall be included in the cost of the work.*

- *Boulder County Sheriff Department*
- *Lefthand Fire Department*
- *Boulder Rural Fire*
- *Other Emergency providers servicing this area*
- *Boulder Valley School District*
- *United States Postal Service*
- *Delivery Services*
- *Trash Services*
- *Regional Transportation District: RTD*
- *Boulder County Public Works Department, Public Information Officer, Andrew Barth, 303-441-1032*

REVISION OF SECTION 107

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

Subsection 107.12 shall include the following:

The Contractor shall save existing vegetation, except for those that must be removed to accommodate construction of the project. The Contractor shall fence specific areas off vegetation to be protected in the field as shown in the plans or as directed by the Engineer.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the Engineer for approval prior to vegetation removal or any damaging activity. Damaged or destroyed fenced trees, shrubs, or wetlands, which could have been saved, shall be replaced at the expense of the Contractor.

If any trees or shrubs are to be removed between April 1st and August 31st, a bird survey must be completed for active nests. If an active nest(s) is found, no work may be done within 50 feet of the nest(s) until the nest(s) become inactive. These requirements are in order to avoid the Migratory Bird Act of 1918. If the vegetation fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is repaired to the Engineer's satisfaction at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

Fence (Plastic) will not be paid for separately, but will be included in work.

Subsection 107.24, Air Quality Control, 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:

- 1) Emissions standards:
 - a. Optimally, electric or hybrid powered equipment or vehicles will be used on all projects.
 - b. Equipment engines shall be compliant with the most recent Environmental Protection Agency (EPA) requirements.
 - c. Contractors are required to maintain a minimum emissions level for diesel fueled equipment at a Tier 3 level.
 - d. 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.
 - e. All stationary engines 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.
- 2) 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 stationary engines and generators.
- 3) 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.
- 4) 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.
- 5) Definition: Vehicle, for the purposes of this specification, is defined as any diesel-powered stationary engines and generators. It does not apply to personal vehicles.

**REVISION OF SECTION 107
PERFORMANCE OF SAFETY CRITICAL WORK**

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

Add subsection 107.06.1 immediately following subsection 107.06 as follows:

107.06.1 Performance of Safety Critical Work. The following work elements are considered safety critical work for this project:

(1) Shoulder Widening

The Contractor shall submit, for record purposes only, an initial detailed construction plan that addresses safe construction of each of the safety critical elements. The detailed construction plan shall be submitted two weeks prior to the safety critical element conference described below. The construction plan shall be stamped "Approved for Construction" and signed by the Contractor. The construction plan will not be approved by the Engineer.

The Construction Plan shall include the following:

- (1) Safety Critical Element for which the plan is being prepared and submitted.
- (2) Contractor or subcontractor responsible for the plan preparation and the work.
- (3) Schedule, procedures, equipment, and sequence of operations, that comply with the working hour limitations
- (4) Temporary works required: falsework, bracing, shoring, etc.
- (5) Additional actions that will be taken to ensure that the work will be performed safely.
- (6) Names and qualifications of workers who will be in responsible charge of the work:
 - A. Years of experience performing similar work
 - B. Training taken in performing similar work
 - C. Certifications earned in performing similar work
- (7) Names and qualifications of workers operating cranes or other lifting equipment
 - A. Years of experience performing similar work
 - B. Training taken in performing similar work
 - C. Certifications earned in performing similar work
- (8) The construction plan shall address how the Contractor will handle contingencies such as:
 - A. Unplanned events (storms, traffic accidents, etc.)
 - B. Structural elements that don't fit or line up
 - C. Work that cannot be completed in time for the roadway to be reopened to traffic
 - D. Replacement of workers who don't perform the work safely
 - E. Equipment failure
 - F. Other potential difficulties inherent in the type of work being performed
- (9) Name and qualifications of Contractor's person designated to determine and notify the Engineer in writing when it is safe to open a route to traffic after it has been closed for safety critical work.

**REVISION OF SECTION 107
PERFORMANCE OF SAFETY CRITICAL WORK**

A safety critical element conference shall be held two weeks prior to beginning construction on each safety critical element. The Engineer, the Contractor, the safety critical element subcontractors, and the Contractor's Engineer shall attend the conference.

After the safety critical element conference, and prior to beginning work on the safety critical element, the Contractor shall submit a final construction plan to the Engineer for record purposes only. The Contractor's Engineer shall sign and seal temporary works related to construction plans for the safety critical elements. The final construction plan shall be stamped "Approved for Construction" and signed by the Contractor.

The Contractor shall perform safety critical work only when the Engineer is on the project site. The Contractor's Engineer shall be on site to inspect and provide written approval of safety critical work for which he provided stamped construction details. Unless otherwise directed or approved, the Contractor's Engineer need not be on site during the actual performance of safety critical work, but shall be present to conduct inspection for written approval of the safety critical work.

When ordered by the Engineer, the Contractor shall immediately stop safety critical work that is being performed in an unsafe manner or will result in an unsafe situation for the traveling public. Prior to stopping work, the Contractor shall make the situation safe for work stoppage. The Contractor shall submit an acceptable plan to correct the unsafe process before the Engineer will authorize resumption of the work.

When ordered by the Engineer, the Contractor shall remove workers from the project that are performing the safety critical work in a manner that creates an unsafe situation for the public in accordance with subsection 108.05.

Should an unplanned event occur or the safety critical operation deviate from the submitted plan, the Contractor shall immediately cease operations on the safety critical element, except for performing any work necessary to ensure worksite safety, and provide proper protection of the work and the traveling public. If the Contractor intends to modify the submitted plan, he shall submit a revised plan to the Engineer prior to resuming operations.

No explosives shall be allowed on or used on the project site.

All costs associated with the preparation and implementation of each safety critical element construction plan will not be measured and paid for separately, but shall be included in the work.

Nothing in the section shall be construed to relieve the Contractor from ultimate liability for unsafe or negligent acts or to be a waiver of the Colorado Governmental Immunity Act on behalf of the County.

**REVISION OF SECTION 107
PERFORMANCE OF SAFETY CRITICAL WORK**

Subsection 107.24 shall include the following:

Equipment Emissions

Since Boulder County desires to ensure emissions associated with its projects 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:

- 6) Emissions standards:
 - a. Optimally, electric or hybrid powered equipment or vehicles will be used on all projects.
 - b. Equipment engines shall be compliant with the most recent Environmental Protection Agency (EPA) requirements.
 - c. Contractors are required to maintain a minimum emissions level for diesel fueled equipment at a Tier 3 level.
 - d. 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.
 - e. 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.
- 7) 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.
- 8) 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.
- 9) 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.

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.

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;
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.

REVISION OF SECTION 107 FIRE PROTECTION PLAN

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. Spillproof 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.

- 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.

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

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

**REVISION OF SECTION 108
NOTICE TO PROCEED**

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

Subsection 108.02 shall be deleted and replaced with the following:

The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The "Notice to Proceed" will stipulate the date on which contract time commences. When the Contractor proceeds with work prior to that date, contract time will commence on the date work actually begins. The Contractor shall commence work under the Contract on or prior to the 10th day following Contract execution or the 30th day following the date of award, whichever comes later, or as directed by the Project Engineer.

In the event that the Contractor receives approval to work additional hours beyond the normal working hours or days in Section 108.05 above for his convenience, the Contractor shall reimburse the County for the cost of providing additional engineering and inspection services. The reimbursement to the County will be at a rate of \$125 per hour for each County employee and \$175 per hour for each consultant required by the County to be on the job site. This cost will be deducted from any money due 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.

Section 108.03 shall include the following:

The Contractor shall submit a preliminary progress schedule or bar chart to the Engineer at least three (3) working days prior to the preconstruction conference. This schedule shall show the major features of each phase of the project for the entire project time frame.

The minimum salient features to be shown for this project are:

1. Notice to Proceed
2. Submittals
3. Mobilization
4. Traffic Control Installation
5. Erosion Control Installation
6. Utility Coordination
7. Shoulder Widening
8. Pavement Mill & Overlay
9. Seeding Establishment
10. Site Cleanup and Punch List

Meetings will be required to review progress and plan upcoming activities. The Erosion 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.

Subsection 108.05 shall include the following:

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

**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

Subsection 108.06 shall include the following:

The Contractor shall have a Construction Supervisor on the work site at all times to communicate with the Boulder County Representative and control and direct the work. This will not be paid separately but shall be included in the work.

Subsection 108.09 shall include the following:

PROJECT LIQUIDATED DAMAGES:

The Contractor must complete all aspects of the project including punch-list items within an approved not-to-exceed period indicated in the Project Special Provision “Commencement and Completion of Work” or liquidated damages per the table included in Section 108.09 of the CDOT Standard Special Provisions will be incurred.

**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 Material 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 AND GRUBBING

Section 201 of the standard specifications is hereby revised for this project as follows:

Subsection 201.01 shall include the following:

This work includes the removal of trees less than six (6) inches in caliper and will not be paid for separately. Trees are measured 18" from the ground. This work includes the preservation from injury or defacement of all vegetation and objects designated to remain.

Subsection 201.02 shall include the following:

It is the responsibility of the Contractor to visit the site and determine the resources necessary to clear and grub the project limits, per the design plans and specifications and no additional compensation will be allowed. The Contractor shall perform all the work in such a manner that the least environmental damage will result. Damaged or destroyed trees or shrubs, which could have been saved, shall be replaced at the expense of the Contractor.

No additional clearing, trimming, or pruning will be allowed unless approved, in writing, by the Engineer.

Tree trimming work shall be done by a qualified tree surgeon that is a member of the National Arborist Association. The tree surgeon's name and qualifications shall be submitted at the preconstruction conference for the Engineer's approval. Additional good tree surgery practices include:

1. Pruning done with proper, sharp, clean tools in such a manner as to preserve the natural character of the tree.
2. Final cuts do not leave projections on or off the branch and shall not be cut so close as to eliminate the branch collar.
3. To avoid bark stripping, all branches 2 inches in diameter and larger shall be cut using the 3-cut method. These branches shall be lowered to the ground by proper ropes.
4. Tools used on trees known or found to be diseased shall be disinfected with alcohol before they are used on other trees.
5. Structural weaknesses, decayed trunk or branches, or split crotches shall be reported to the Engineer.
6. When cutting back or topping trees, the Contractor shall use the drop-crotch method and avoid cutting back to small suckers. Smaller limbs and twigs shall be removed in such a manner so as to leave the foliage pattern evenly distributed.
7. When reducing size (cut back or topping) not more than one-third of the total area shall be reduced at a single operation.
8. Climbing spikes shall not be used on trees not scheduled for removal.
9. Tools used on trees known or found to be diseased shall be disinfected with alcohol before they are used on other trees.
10. Structural weaknesses, decayed trunk or branches, or split crotches shall be reported to the Engineer.

(2)
**REVISION OF SECTION 201
CLEARING AND GRUBBING**

11. When cutting back or topping trees, the Contractor shall use the drop-crotch method and avoid cutting back to small suckers. Smaller limbs and twigs shall be removed in such a manner so as to leave the foliage pattern evenly distributed.
12. When reducing size (cut back or topping) not more than one-third of the total area shall be reduced at a single operation.
13. Climbing spikes shall not be used on trees not scheduled for removal.

Subsection 201.04 shall include the following:

Removal of trees less than six (6) inches in caliper, the trimming of trees, removal of dead or broken branches, and removal of shrubs will not be measured and paid for separately, but shall be included in the work for Clearing and Grubbing.

Chipping, stockpiling, mulching, hauling and stockpiling trunks and limbs and other vegetative debris will not be paid for separately but shall be included in the work.

Pay Item
Clearing and Grubbing

Pay Unit
LS

**REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsection 203.05 (b), first paragraph, shall include the following:

Excess material that must be removed from the project shall become the property of the Contractor and disposed of outside the project limits.

The Contractor shall make all arrangements to obtain any required agency permit(s) and written permission from property owners for disposal locations outside the limits of the project, within unincorporated Boulder County.

Disposal of more than 50 cubic yards of unclassified excavation within unincorporated Boulder County may qualify for one of the following review processes: Grading Permit, Site Plan Review, Site Plan Review Waiver, or Limited Impact Special Review, per Boulder County Land Use. Copies of the permit(s) and written permission shall be furnished to the Engineer before the disposal area is used.

Subsection 203.12 shall include the following:

Payment for Unclassified Excavation and Unclassified Excavation (Complete in Place) shall also include costs associated with obtaining any necessary permits or written permissions and will not be paid separately.

**REVISION OF SECTION 207
TOP SOIL**

Section 207 of the Standard Specification is hereby revised as follows:

Subsection 207.01, shall include the following:

All topsoil shall be imported and shall be approved by Boulder County at the source prior to import. It shall also include the placing of topsoil upon constructed cut and fill slopes after grading operations are completed and prior to seeding.

Subsection 207.03, paragraph two, shall include the following:

Topsoil Removal: After the construction area and its access have been delineated, the vegetation should be mowed to a maximum height of four (4) inches over the area to be disturbed. If the amount of vegetation exceeds what can be incorporated into the soil without interfering with establishing a proper seedbed, then excess vegetation shall be removed.

Topsoil should be removed by a front-end loader (preferred method) or grader. **Under no circumstances should upland topsoil be removed under wet soil moisture conditions.** The depth of the topsoil layer may vary. Topsoil may be delineated from the subsoil by a higher organic matter content (usually, but not always, indicated by a darker color) **and** a relatively loose and friable soil structure. Typically, topsoil is between four (4) and eight (8) inches in depth.

Under no circumstances shall subsoil be mixed with topsoil, and subsoil shall not be placed on top of the topsoil. If necessary, salvaged topsoil shall be cordoned off to delineate the topsoil from subsoil or other materials. The topsoil shall be protected from contamination by subsoil material, weeds, etc. and from compaction by construction equipment and vehicles.

Relieving Compaction: Areas to receive topsoil that have been compacted by heavy equipment shall be ripped or chiseled **prior to redistribution of topsoil.** Construction areas and other compacted areas will be chiseled to a minimum depth of 10 inches, with no more than a 10 inch interval between chiseled furrows. Two passes with a chiseler may be necessary, with the second pass chiseling between the first furrows, or perpendicular to original furrows.

Subsection 207.03, paragraph three, shall include the following:

Redistribution of Topsoil and Application of Soil Conditioning: The topsoil should be redistributed uniformly over the disturbed areas, minimizing compaction by equipment. **Topsoil redistribution shall not occur under wet soil conditions.** See Specification 212 for Soil Conditioning application. Soil conditioning shall be incorporated evenly throughout the topsoil.

Pay Item

Topsoil

Pay Unit

Cubic Yard

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Section 212 of the Standard Specification is hereby revised as follows:

Subsection 212.02 (a) shall include the following:

Maximum crop and weed content shall follow the Colorado Seed Certification Standards for certified seed;

- Prohibited Noxious Weeds: None,
- Restricted Noxious Weeds: Less than 0.1%, and
- Total Other Crop Seed: Less than 1.0%.

Seed shall be free of prohibited noxious weeds including, but not limited to, Canada thistle, diffuse knapweed, spotted knapweed, Russian knapweed, field bindweed, hoary cress, jointed goat grass, leafy spurge, musk thistle, yellow toadflax and cheatgrass (*Bromus japonicas* and *Bromus tectorum*). The Contractor shall be responsible for replacing any refused seed at no additional cost to the project

If specified type or variety of seed is not available, substitutions must be submitted and approved by the Engineer.

Subsection 212.02 (b) 1, shall include the following.

Fertilizer may only be used if directed by the project specific documents

Biosol® Forte brand of fertilizer shall be used, or a similar product of the following description; a slow release organic fertilizer composed of dried granulated fungal and bacterial biomass. The nutrient source shall be derived from fermented plant material along with nutrients such as cottonseed meal, soybean meal and trace elements all under sterile conditions. It shall not contain urea, animal waste, animal by-products or sewage material.

The fertilizer shall meet the following minimum requirements

Criteria	Requirement
Nutrient Content (N-P-K)	7-2-1 <ul style="list-style-type: none">• Nitrogen (total) >7%• Nitrogen (water soluble) <0.5%• Phosphorus (P205) 2-4%,• Potassium (K20) 1%
pH level	6.5-7.5
Organic Material	>75%

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Subsection 212.02 (b) 2, shall include the following:

Compost shall be used as a soil conditioner unless otherwise specified in the project specific documents

Compost shall consist of a carbon to nitrogen ratio between 10:1 and 20:1. Compost may consist of one or more of the following, or include other appropriate composts:

- (1) Well-aged dairy cattle manure,
- (2) Well-aged municipal sludge, or
- (3) Composted yard wastes.

Subsection 212.02 (b) 2, second paragraph shall be replaced with the following:

Humic acid-based material (Humate) shall be mined from fresh water, sand matrix source and shall include the following:

- (1) pH 3.5 to 4.0
- (2) Maximum 15 percent inert ingredients
- (3) Minimum 85 percent organic material with 50 percent minimum humic acid.

Subsection 212.02 (b) 2, last sentence, in paragraph four, shall be replaced with the following:

The Contractor shall provide a participation certificate and test data showing the lab analysis on a Compost Technical Data sheet that verifies that the compost meets the requirements. The Contractor shall submit documentation showing the feedstock amount by percentage in the final compost product. Compost feedstock may include, but is not limited to, leaves and yard trimmings, food scraps, food-processing residuals, manure or other agricultural residuals, forest residues, bark, and paper. Biosolids (from sewage treatment facilities) are not considered suitable feedstock

Subsection 212.02 (b) shall include the following:

3. Biochar: Biochar shall be a USDA Certified Biobased Product. Biochar shall be made in a slow pyrolysis process and exceed 70% carbon content in the delivered product. The size of an individual piece of char shall range between 0.25 inches to 1.25 inches.

Mycorrhizae: Supplemental mycorrhizae, Quantum Growth VSC:

- (1) 1.32% humic acid (from peat humus)
- (2) 0.50% *Rhodopsuedomonas palustris*..... 1.0 E+6 cfu/ml
- (3) 0.25% *Bacillus amyloliquefaciens*..... 5.0 E+5 cfu/ml
- (4) 0.25% *Bacillus licheniformis*..... 3.0 E+5 cfu/ml
- (5) 0.25% *Bacillus megaterium*..... 1.0 E+5 cfu/ml
- (6) 0.25% *Bacillus subtilis*..... 2.0 E+5 cfu/ml

Supplemental mycorrhizae, Quantum Growth Light:

- (1) 0.5% *Rhodopsuedomonas palustris*.....5.0 E+6 cells/ml
- (2) 99.5% de-ionized water

Subsection 212.03, paragraph one, time table shall be replaced with the following:

Zone	Spring Seeding	Fall Seeding
Areas other than the Western Slope		
Below 6000'	Spring thaw to May 30 th	September 1 until consistent ground freeze
6000' – 7000'	Spring thaw to May 30 th	September 1 until consistent ground freeze
Above 7000'	Spring thaw to June 30 th	August 1 until consistent ground freeze

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Subsection 212.06 (a) shall be replaced with the following:

- (a) *Soil Preparation.* Following redistribution of topsoil, the disturbed areas shall be chiseled again to a minimum depth of eight (8) inches, with no more than a 10-inch interval between chiseled furrows. Slopes flatter than 2:1, shall be tilled to a well settled, firm, and friable seedbed four (4) inches deep. Slopes 2:1 or steeper shall be left in a roughened condition. Slopes shall be free of soil clods, sticks, stones, and debris in excess of four (4) inches in any dimension and be brought to the desired grade and line. Uneven grading of the soil surface is acceptable and encouraged to prevent further compaction from excess heavy machinery operation. All slopes shall be free of concrete and asphalt. No soil preparation for seeding shall occur when soil is frozen or in an extreme wet or dry condition.

Subsection 212.06 (b) shall be replaced with the following:

- (b) *Fertilizing and Soil Conditioning.* Prior to seeding, fertilizer, soil conditioner, or both shall be applied evenly throughout the topsoil.
 - a. *Fertilizing.* Apply Biosol®, Biosol® Mix or a similar, approved product at 800 to 1,300 lbs. per acre. Fertilizers shall be incorporated into the top four (4) inches of soil after broadcasting seed.
 - b. *Compost.* Biological nutrient, culture or humic based material called for on the plans shall be uniformly applied at three (3) cubic yards per 1000 square feet onto the soil service. Organic amendments shall be applied uniformly over the soil surface and incorporated into the top six (6) inches of soil. No measurable quantity of organic amendment shall be present on the surface after incorporation.
 - c. *Biochar.* Supplemental mycorrhizae – Quantum Growth VSC applied at 2 gal/acre and Quantum Growth Light applied at 1 gal/acre.

Subsection 212.06 (c) shall be replaced with the following:

- (b) *Seeding.* Seeding shall be accomplished within 24 hours of tilling or scarifying to make special seed bed preparation unnecessary. The seeding application rate shall be as designated in the Contract. All slopes flatter than 2:1 shall be seeded with grass or no-till drills followed by packer wheels. Drag chains are not allowed. Drills shall have depth bands set to maintain a planting depth between ½ and ¾ inch and shall be set to space the rows not more than seven (7) inches apart. Packer wheels that firm the soil over the drill row are required. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application. The Contractor shall notify the Engineer 24 hours in advance and request inspection of seeding areas prior to installation.

Seed must be applied with a grass or no-till drill that is specifically designed to accommodate variability in size and physical characteristic of native grass seeds.

Seed drills must be clean of seed from previous seeding jobs before any seeding begins.

If strips greater than 7 inches between the rows have been left unplanted or other areas skipped, the Engineer will require additional seeding at the Contractor's expense.

When requested by the Contractor and approved by the Engineer, seeding may be accomplished by broadcast or hydraulic type seeders at twice the rate specified in the Contract at no additional cost to the project.

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

All seed sown by broadcast-type seeders shall be “raked in” or covered with soil to a depth of at least ¼ inch. Broadcasting seed will be permitted only on small areas not accessible to machine methods. Broadcast seeding shall proceed on freshly disturbed (raked or harrowed) soil surface and broadcast seed shall be immediately raked or harrowed into the surface. Raking shall be accomplished using metal-tined garden or landscape rakes; no plastic leaf rakes shall be allowed. If harrowing is used, an English harrow or its equivalent shall be required.

Hydraulic seeding will not be accepted.

Seeded areas damaged due to circumstances beyond the Contractor’s control shall be repaired and reseeded as ordered. Payment for this corrective work, when ordered, shall be at the contract prices.

Areas not requiring seeding that have been damaged due to the seeding operation shall be required as ordered. Payment for this corrective work shall be included in the price of the item.

Multiple seeding operations shall be anticipated as portions of job are completed to take advantage of growing conditions and to comply with Section 208 and subsection 212.03.

Application of seeding is follows:

1. Seeding (Upland) – Prior to seeding, the soil conditioner shall be applied at 3 CY per 1000 SF and incorporated into the top eight (8) inches of soil.

Seed shall be applied at the percent of mix (% of mix) and application rate (PLS/Acre) that is designated on the plans under Seeding (Upland). Seed shall be applied to Seeding (Upland) areas shown on plans.

Subsection 212.07, paragraph four, shall include the following:

The Contractor shall furnish the Engineer with delivery tickets or bag weight tickets prior to placing any soil conditioner. Any soil conditioner placed by the Contractor without the Engineer’s approval will not be paid for.

Tags attached to bags of seed will not be removed until the bag is opened on site at the time of seeding.

**Revision of Section 403
Hot Mix Asphalt**

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.02 shall include the following:

The design mix for hot mix asphalt shall conform to the following:

Table 403-1

Property	Test Method	Value For Grading			
			S(75)	SX(75)	Patching
Air Voids, percent at: N (design)	CPL 5115		3.5 – 4.5	3.5 – 4.5	3.5 – 4.5
Lab Compaction (Revolutions): N (design)	CPL 5115		75	75	75
Stability, minimum	CPL 5106		28	28	28
Aggregate Retained on the 4.75 mm (No. 4) Sieve with at least 2 Mechanically Induced fractured faces, % minimum	CP 45		60	60	60
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum	CPL 5109 Method B		80	80	80
Minimum Dry Split Tensile Strength, psi	CPL 5109 Method B		30	30	30
Grade of Asphalt Cement, Top Layer				PG 58-28	
Grade of Asphalt Cement, Layers below Top			PG 58-28		PG 58-28
Voids in the Mineral Aggregate (VMA) % minimum	CP 48		See Table 403-2	See Table 403-2	See Table 403-2
Voids Filled with Asphalt (VFA), %	AI MS-2		65-80	65-80	65-80
Dust to Asphalt Ratio Fine Gradation Coarse Gradation	CP 50		0.6 – 1.2 0.8 – 1.6	0.6 – 1.2 0.8 – 1.6	0.6 – 1.2 0.8 – 1.6
<p>Note:AI MS-2 = Asphalt Institute Manual Series 2</p> <p>Note:The current version of CPL 5115 is available from the Region Materials Engineer.</p> <p>Note:Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.</p> <p>Note:Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen.</p> <p>Gradations for mixes with a nominal maximum aggregate size of ¾ inch or smaller are considered a coarse gradation if they pass below the maximum density line at the #8 screen.</p>					

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**REVISION OF SECTION 403
HOT MIX ASPHALT**

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0 percent below the mix design optimum. CDOT will establish the production asphalt cement and volumetric targets based on the Contractor's mix design and the relationships shown between the hot mix asphalt mixture volumetric properties and asphalt cement contents on the Form 429. BOCO may select a different AC content other than the one shown at optimum on the Contractors mix design in order to establish the production targets as contained on the Form 43. Historically, Air Voids adjustments typically result in asphalt cement increases from 0.1 to 0.5 percent. Contractor's bidding the project should anticipate this change and factor it into their unit price bid.

Nominal Maximum Size*, mm (inches)	Minimum Voids in the Mineral Aggregate (VMA)			
	***Design Air Voids **			
	3.5%	4.0%	4.5%	5.0%
37.5 (1½)	11.6	11.7	11.8	N/A
25.0 (1)	12.6	12.7	12.8	
19.0 (¾)	13.6	13.7	13.8	
12.5 (½)	14.6	14.7	14.8	
9.5 (¾)	15.6	15.7	15.8	
4.75 (No. 4)	16.6	16.7	16.8	16.9
	* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%. ** Interpolate specified VMA values for design air voids between those listed. *** Extrapolate specified VMA values for production air voids beyond those listed.			

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA. This plan shall be submitted to the Engineer and approved prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume.

CDOT approved Warm Mix Asphalt (WMA) may be allowed on this project in accordance with CP 59. Unique requirements for WMA design, production and acceptance testing as documented during CDOT WMA approval shall be submitted and approved prior to creation of the Form 43 and before any WMA production on the project. Delays to the project due to WMA submittal and review will be considered within the Contractor's control and will be non-excusable.

Hot mix asphalt for patching shall conform to the gradation requirements for Hot Mix Asphalt (Grading S-75).

A minimum of 1 percent hydrated lime by weight of the combined aggregate shall be added to the aggregate for all hot mix asphalt.

Acceptance samples shall be taken at the location specified in either Method B or C of CP 41.

**REVISION OF SECTION 403
HOT MIX ASPHALT**

Subsection 403.03 shall include the following:

If liquid anti-stripping additive is added at the plant, an approved in-line blender must be used. The blender shall be in the line from the storage tank to the drier drum or pugmill. The blender shall apply sufficient mixing action to thoroughly mix the asphalt cement and anti-stripping additive.

The Contractor shall construct the work such that all roadway pavement within the temperature limitations of the year, shall be completed to the full thickness required by the plans. The Contractor's Progress Schedule shall show the methods to be used to comply with this requirement.

Delete subsection 403.05 and replace with the following:

The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton for the bituminous mixture.

**REVISION OF SECTION 403
HOT MIX ASPHALT**

Aggregate, asphalt recycling agent, asphalt cement, additives, hydrated lime, and all other work and materials necessary to complete each hot mix asphalt item will not be paid for separately, but shall be included in the unit price bid. When the pay item includes the PG binder grade, any change to the submitted mix design optimum asphalt cement content to establish production targets on the Form 43 will not be measured and paid for separately, but shall be included in the work. No additional compensation will be considered or paid for any additional asphalt cement, plant modifications, and additional personnel required to produce the HMA as a result in a change to the mix design asphalt cement content. Historically, typical asphalt cement increases reflected on the Form 43 are from 0.1 to 0.5 percent. However, the Contractor's bidding should anticipate the AC increases typical of his mixes. Contractor's bidding the project should anticipate this change and factor it into their unit price bid.

When the pay item does not include the PG binder grade, asphalt cement will be measured and paid for in accordance with Section 411. Asphalt cement used in Hot Mix Asphalt (Patching) will not be measured and paid for separately, but shall be included in the work.

Excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately, but shall be included in the work.

Payment shall be made under:

Pay Item	Pay Unit
Hot Mix Asphalt (Patching)(Asphalt)	Ton
Hot Mix Asphalt (Grading S)(75)(PG 58-28) - 4.5" Total	Ton
Hot Mix Asphalt (Grading SX)(75)(PG 58-28)- 2" Total	Ton
Hot Mix Asphalt (Grading S)(75)(PG 58-28)- 2" M/O	Ton
Hot Mix Asphalt (Grading SX)(75)(PG 58-28) -2" M/O	Ton
Hot Mix Asphalt (Grading SX)(75)(PG 58-28)-4" Driveway	Ton

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**REVISION OF SECTION 403
HOT MIX ASPHALT**

Section 403 of the Standard Specifications is hereby revised for this project as follows:
Subsection 403.01 shall include the following:

The Contractor shall collect the scale ticket on each load when it is delivered to the project site, and ensure that the information required in subsection 109.01 is shown on each ticket:.

The scale tickets shall be available on site for County personnel to inspect.

Each day the Contractor shall provide to the Engineer envelopes which contain the previous day's signed tickets and the following:

1. On each envelope: Project number, date of paving, type of material, daily total and cumulative total.
2. One of the following:
 - A. Two adding machine tape tabulations of the weight tickets with corresponding totals run and signed by different persons,
 - B. One signed adding machine tape tabulation of the weight tickets that has been checked and signed by a second person,
 - C. Signed check tape of computer scale tickets that have a cumulative total. These scale tickets must be consecutive and without voids adjustments.
3. A listing of any overweight loads on the envelope, including ticket numbers and amount over legal limit.
4. A comparison of the actual yield for each day's placement to the theoretical yield. Theoretical yield shall be based on the actual area paved, the planned thickness, and the actual density of the mixture being placed. Any variance greater than +2.5% shall be indicated on the envelope and a written explanation included.

The Contractor shall provide a vehicle identification sheet that contains the following information for each vehicle:

- (1) Vehicle number
- (2) Length
- (3) Tare weight
- (4) Number of axles
- (5) Distance between extreme axles
- (6) All other information required to determine legal weight
- (7) Legal weight limit

**REVISION OF SECTION 625
CONSTRUCTION SURVEYING**

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

Subsection 625.04 Remove first sentence and replace with the following:

The Contractor shall provide all necessary construction staking for work being performed by the contractor or the utility owners to resolve conflicts with the proposed improvements.

Subsection 625.13 shall include the following:

Construction staking will not be paid for separately, but shall be included in the lump sum price bid for Construction Surveying. This includes location for any utility relocations due to conflicts with proposed improvements.

The locating of monuments at the coordinate locations shown in the plans will not be paid separately but shall be included in the lump sum price for Construction Surveying.

Pay Item

Construction Surveying

Pay Unit

Lump Sum

**REVISION OF SECTION 626
MOBILIZATION**

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

Subsection 626.01 shall be revised to include the following:

The contractor shall provide the following, related to public information, on an ongoing basis throughout the duration of the project:

1. A total of two (2) VMB's shall be placed 7 days in advance of work. Locations will be approved by a Boulder County representative.
2. No construction shall be allowed until proper notification has been provided to residents and businesses to the satisfaction of the Engineer.

Subsection 626.02 is revised for this project as follows:

The Contractor is responsible for obtaining, coordinating and maintaining acceptable parking and staging areas for the duration of the construction activities. This is considered incidental to the work and payment is included in the Mobilization work item.

REVISION OF SECTION 627

PAVEMENT MARKING

Section 627 of the Standard Specifications is hereby revised for this project as follows:

Subsection 627.03(a) shall be removed for this project and replaced with the following:

(a) Pavement Marking Plan. The Contractor shall submit a layout of all existing conditions to the Engineer for approval or modification. This layout is to be used as the final marking plan. The Contractor shall notify the Engineer after temporary pavement markings and control points have been placed on the roadway for their approval within 24 hours prior to final striping.

All pavement markings shall be in accordance with the specifications.

All signs damaged due to Contractor operations shall be replaced in kind or repaired by the Contractor at no cost to the project.

An inventory of existing signs and pavement markings shall be made by the Contractor and given to the Engineer prior to starting work.

Subsection 627.05 Modified Epoxy Pavement Marking shall include the following:

The Contractor shall clean up excess beads from the roadway, shoulders and adjacent facilities at the end of each day. Clean up of excess beads shall be included in the work.

The Contractor shall leave all "Highway Striping" "next miles" construction warning signs in place until excess glass beads have been cleared from the facilities.

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REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

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

Subsection 630.09 shall be revised for this project to include the following:

Construction zone traffic control shall be in conformance with the latest edition of Manual of Uniform Traffic Control Devices (MUTCD).

The following portable construction signs, barrels and cones at a minimum will be required for on the project.

LEGEND	TYPE	SIZE	#
ROAD WORK NEXT xx MILES	G20-1	60"X36"	2
ROAD WORK AHEAD	W20-1	48"X48"	3
FLAGMAN AHEAD	W20-7A	36"X36"	3
XYZ CONSTRUCTION THANKS YOU 555-555-5555	G20-10	30"X30"	2
UNEVEN PAVEMENT	W21-14R	36"X36"	2
NO CENTER STRIPE	W8-12	36"X36"	2
BUMP	W8-1	36"X36"	2
SHOULDER DROP- OFF	W8-9a	36"X36"	2
BARRELS			50
CONES		36"	50
BARRICADE	3 M-B	20'	4

Additional signs may be required by the MUTCD or the Project Engineer at no additional cost to the County.

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

Portable message sign (VMS) panels shall be placed at the beginning and end of the site. The signs shall be posted 7 days in advance of and throughout construction activities. The Project Engineer shall determine wording on the panels depending on conditions. Initially the signs shall read (PAVING can be replaced with other tasks)

P	A	V	I	N	G		
P	R	O	J	E	C	T	
D	A	T	E		-		
D	A	T	E				
E	X	P	E	C	T		
D	E	L	A	Y	S		

R	O	A	D				
N	A	M	E				
C	L	O	S	E	D		
D	A	T	E		-		
D	A	T	E				

The key elements of the Contractor's method of handling traffic (MHT) are outlined in Subsection 630.09.

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

1. Subsection 104.04, and Section 630 of the Standard Specifications.
2. Traffic Control Plans.
3. Schedule of Construction Traffic Control Devices.
4. Standard Plan S-630-1.

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

The Contractor will develop an access control plan in coordination with adjacent property owners, and submit it in conjunction with the traffic control plan to the Engineer for approval prior to the start of any work.

The Contractor shall not place the tack coat on any surface to be overlaid where traffic will be forced to travel upon the fresh oil.

The Contractor and the subcontractors shall equip their construction vehicles with flashing amber lights or as directed by the Engineer.

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 is considered incidental to the work and payment is included in the Mobilization work item. The Contractor shall submit to the County Traffic Engineer a method of handling vehicular traffic for approval at least one week prior to each construction phase, prior to changes in traffic control, and prior to any construction.

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

Subsection 630.11 shall include the following:

The Contractor’s Superintendent and Traffic Control Manager (TCM) shall be equipped with a mobile telephone unit at all times that has a local number for contact with one another, the Project Engineer, or emergency response dispatchers when emergency services are required. The TCM 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.

The Construction Superintendent shall also have a mobile telephone available for use.

The Contractor shall supply a 5-watt, FM band hand-held radio, capable of transmitting and receiving on three frequencies throughout the limits as required for traffic and safety control, to the Project Engineer, Assistant Project Engineer, Head Tester, Traffic Control Supervisor, each flagger, and other personnel as required. The radios shall be equipped with battery chargers and rechargeable batteries. The radios shall be supplied 7 days prior to the commencement of work.

Subsection 630.14 shall be revised for this project to include the following:

All flagging personnel used on the project shall be certified for traffic control operations.

Subsection 630.17 shall be revised for this project to include the following:

The first three paragraphs shall be deleted and replaced with the following:

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

The contractor must maintain one thru-lane during construction, and two-lanes during non-work hours. It is anticipated that, during RCB installation, a flagging operation will be needed during working hours.

Subsection 630.18 shall be modified as follows:

Replace ‘individual traffic control devices necessary to complete the work’ of the first sentence with ‘Construction Zone Traffic Control bid item’

Add the following:

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

Portable hand-held radios will not be measured and paid for separately, but shall be included in the work.

Payment will be made under:

PAY ITEM

PAY UNIT

Traffic Control

Lump Sum

**REVISION OF SECTION 106, 627 AND 713
GLASS BEADS FOR PAVEMENT MARKING**

Sections 106, 627, and 713 are hereby revised for this project as follows:

Subsection 106.11 shall include the following:

All post-consumer and industrial glass beads for pavement marking shall have been manufactured from North American glass waste streams in the United States of America. The bead manufacturer shall submit a COC in accordance with subsection 106.12 confirming that North American glass waste streams were used in the manufacture of the glass beads.

Subsection 627.04 shall include the following:

In subsection 627.05, seventh paragraph, delete the second sentence and replace with the following:

Glass beads shall be applied into the epoxy pavement marking by means of a low pressure, gravity drop bead applicator.

Contractor shall sweep excess glass beads within 24 hours once the epoxy pavement marking is dry. Cleanup of excess beads shall be included in the price for Epoxy Pavement Marking.

In subsection 627.05, delete the last paragraph and replace with the following:

Epoxy pavement marking and beads shall be applied within the following limits:

	Application Rate or Coverage Per Gallon of Epoxy Pavement Marking	
	Minimum	Maximum
16 – 18 mil marking Beads	90 sq. ft. 18 lbs.	100 sq. ft. 20 lbs.

**REVISION OF SECTION 106, 627 and 713
GLASS BEADS FOR PAVEMENT MARKING**

Subsection 713.08, delete the first and third paragraphs and replace with the following:

713.08 Glass Beads for Pavement Marking. Glass beads for pavement marking shall conform to AASHTO M 247, except for the following:

(1) Gradation:

<u>U.S. Mesh</u>	<u>Microns</u>	<u>% Retained</u>
16	1400	0 - 10
18	1000	20 - 35
30	600	50 - 70
50	300	95 - 100

- (2) Roundness: All beads shall meet a minimum of 80 percent true spheres in accordance with the Office of Federal Lands Highways FLH T520 or a computerized optical testing method.
- (3) Color / Clarity: Beads shall be colorless, clear, and free of carbon residues.
- (4) Refractive Index: Minimum 1.51 by oil immersion method.
- (5) Air Inclusions: Less than 5 percent by visual count.
- (6) Coatings: Per manufacturer's recommendation for optimum adhesion and embedment.
- (7) Chemical Resistance: Beads shall be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 of the TT-B Federal Spec.1325D.
- (8) A minimum of 40 percent of the total weight shall be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads shall be above the 600 μm (#30) sieve.
- (9) Glass beads used for any type of pavement marking shall not contain more than 75 parts per million (ppm) arsenic, 75 ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method.

UTILITIES

The known utilities within the limits of this project and contact individuals:

Agency	Contact	Phone	Email
Centurylink	Chris Janoski	303-552-8545	Christopher.janoski@centurylink.com
OSWD - Water	Lou Becker		Info@ORCWater.com
Comcast	Kevin Young	720-281-8666	Kevin.Young@cable.comcast.com
Xcel Energy – Gas & Electric	Taryn Talley	303-245-2287	Taryn.Talley@xcelenergy.com

The work described in these plans and specifications requires full cooperation between the Contractor and the utility companies in accordance with Subsection 105.10 in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned.

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

Utility companies, entities, or their agents that have utilities that are to be adjusted, relocated, or removed by the Contractor may require their inspectors to approve and accept the work being accomplished. If the Contractor is approached by the utilities, the Contractor shall notify the utilities that they should coordinate their inspections with the Engineer. Any problems that arise are to be resolved through the Engineer.

The Contractor shall be responsible for protecting, supporting, and if necessary, shoring existing utilities during construction. The Contractor shall submit to the County and each individual utility company plans of how the utility lines will be supported and protected during construction.

The utility company must approve support and protection methods prior to construction around the utility line. As stated in Section 105 of the Specifications, the Contractor shall consider in the bid proposal all of the permanent and temporary utility facilities in their present and relocated positions as shown in the Contract and as revealed by site investigation. Additional compensation will not be allowed for foreseeable coordination, inconvenience, or damage sustained due to interference from the utility facilities or the removal or relocation operations as indicated in the Contract.

THE WORK LISTED BELOW SHALL BE PERFORMED BY THE CONTRACTOR AT PROJECT

EXPENSE in accordance with the plans and specifications, and as directed by the Engineer. The Contractor shall keep the utility company(s) advised of any work being done to their facility so that the utility company(s) can coordinate their inspections for final acceptance of the work with the Engineer. The Contractor must observe all required working clearances for utilities during construction, regardless of work performed by the Contractor or by the utility company.

Xcel Energy – Gas & Electric

1. Coordinate with utility when within six feet of utility

Comcast

1. Coordinate with utility when within six feet of utility.

CenturyLink

1. Coordinate with utility when within six feet of utility.

OSWD - Water

1. Coordinate with utility when within six feet of utility.

(2)
UTILITIES

GENERAL

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavating 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 actual day of notice, prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC), use phone no. 1-800-922-1987 or 811, 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 excavation or grading.

The locations of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information during the design process. Potholing shall occur as the first construction activity to verify any potential conflicts.

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

FORCE ACCOUNT ITEMS

DESCRIPTION

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

BASIS OF PAYMENT

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

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

Force Account Item	Unit	Quantity	Estimated Amount
F/A Minor Contract Revisions*	F.A.	1	\$ \$150,000



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.

Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the

time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

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.

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.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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

SIGNATURE PAGE

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

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

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

Date

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

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 – <i>Name, email</i>	Laura Konersman, lkonersman@bouldercounty.org
Invoice Contact – <i>Name, email</i>	pwinvoices@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
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 – <i>County Internal Use Only</i>	
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:

i. 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.

ii. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iv. Umbrella / Excess Insurance

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

v. Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

[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:			