

purchasing@bouldercounty.org

### INVITATION TO BID COVER PAGE

Geographic Information System Requirements

Insurance and W-9 Requirements

BID Number: 7364-22 BID Title: Agricultural Heritage Center - McIntosh Barn **Foundation Repairs** Mandatory Pre-Bid Meeting: July 29, 2022 - 10:00 a.m. Location: Agricultural Heritage Center 8348 Ute Highway, Longmont, CO 80503 Meet in the main parking lot BID Questions Due: August 5, 2022 - 2:00 p.m. Submittal Due Date: August 17, 2022 – 2:00 p.m. Email Address: purchasing@bouldercounty.org Documents included in this package: **BID Instructions Bond Requirements Terms and Conditions** 

Specifications

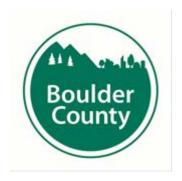
Bid Tab Section Submittal Checklist Signature Page Attachment A: McIntosh Barn at AHC Project Location Map

Attachment B: 2022 Construction Documents

Attachment C: Construction Signage & Site Amenities

Attachment D: AHC Sprinkler Irrigation Layout Attachment E: Electrical Lines and Locations Attachment F: McIntosh Barn Assessment 2016 Attachment G: Foundation Repair Plans 5-2-2002

Attachment H: Sample Contract



purchasing@bouldercounty.org

### **BID INSTRUCTIONS**

### **BACKGROUND:**

The Boulder County Parks and Open Space Department (BCPOS) is seeking bids from qualified and experienced Contractors for repairs needed on the McIntosh Barn, located at the Agricultural Heritage Center (AHC) property at **8348 Ute Highway, Longmont, CO 80503**.

These services are required in order to repair the deteriorating sections of the barn's stone foundation and construct the necessary support structures to prevent future deterioration.

In early 2021 during ADA access improvements to the barn, it was discovered that the southwest portion of the stone foundation wall was deteriorating and being pushed inward from the exterior soil.

The barn is individually listed as a Boulder County historic landmark for its contributions to the development of early 20th century agriculture. This project embodies Boulder County's longstanding vision to preserve the rural character and cultural heritage of unincorporated Boulder County.

The selected Contractor will complete all aspects of the project **before the December 31, 2022**. If weather delays are encountered, BCPOS will work with the Contractor to adjust the project schedule.

### **CONTRACT LANGUAGE:**

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

All bidders are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this BID.

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another bidder based on this BID, re-bid the work, or proceed in any lawful manner the County deems necessary.

### **BID BOND:**

A bid guarantee is required from each bidder equivalent to five percent (5%) of the bid price.

The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.

Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive. The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids.

Accordingly, after bids are opened, they shall be irrevocable for a period of thirty (30) days. If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.

Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the terms of its winning bid, the contractor's bid shall be rejected and its bid security will be enforced by Boulder County to the extent of actual damages.

### **PAYMENT & PERFORMANCE BONDS:**

Contractors are advised, all bonds are required to be secured prior to the execution of the contract and said bonds will remain in place, for the duration of the contract through the Notice of Final Settlement.

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

Payment and Performance Bond requirements are addressed in the attached Sample Contract. Payment and Performance bonds will be required for bids over \$50,000.00. Bonds must be received and approved, by the County, prior to work commencing.

Retainage and a Notice of Final Settlement posting will be required.

### **PAYMENT FOR SERVICES:**

Contractor shall submit, in writing, to Boulder County, a request for payment upon completion of the project. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

### PRE-BID MEETING:

<u>A Mandatory Pre-Bid</u> meeting is scheduled, starting promptly at **10:00 a.m., July 29, 2022**. Interested Parties are asked to meet in the **main parking lot of the Agricultural Heritage Center at 8348 Ute Highway, Longmont, CO 80503**. <u>Bids from firms not represented at the mandatory, pre-bid meeting, and site visit will not be accepted.</u>

Interested party representatives attending the site visit will not be allowed to ask any questions of county representatives. If any questions are asked by the party representatives, the county representative will refer the interested party representatives to submit their questions in writing as directed in this Invitation to Bid (BID). The County will post the answers to the submitted written questions in a posted addendum as directed in this BID.

When interested party representatives arrive onsite for the scheduled site visit, they will be greeted by a county representative who will direct the interested party representatives to the appropriate parking area and project location. No additional conversation between the county representative or interested party representatives will be conducted. The county representative will remain onsite for the duration of the site visit and leave only after the interested party representatives have left the site.

Due to the importance of the project and budgetary restraints, all interested parties are strongly encouraged to access the project site for a project preview to ensure the submittal of a complete bid. Change order requests due to incomplete bids or a miscalculation of required tasks by the selected contractor will not be entertained by the County and will be the sole financial responsibility of the selected contractor to complete the Project.

### **ATTACHMENTS:**

The following documents are part of this BID:

1. Attachment A: McIntosh Barn at AHC Project Location Map

2. Attachment B: 2022 Construction Documents for McIntosh Foundation

3. Attachment C: Construction Signage & Site Amenities

4. Attachment D: AHC Sprinkler Irrigation Layout5. Attachment E: Electrical Lines and Locations

Attachment F: McIntosh Barn Assessment 2016 (FOR REFERENCE ONLY)
 Attachment G: Foundation Repair Plans 5-2-2002 (FOR REFERENCE ONLY)

8. Attachment H: Sample Contract

### **WRITTEN INQUIRIES:**

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at <a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a> on or before 2:00 p.m. **August 5, 2022.** A response from the county to all inquiries will be posted and sent via email no later than **August 11, 2022.** 

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

### **SUBMITTAL INSTRUCTIONS:**

p.m. Mountain Time on August 17, 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. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.

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

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 bids. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the bidder 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** <u>purchasing@bouldercounty.org</u>; identified as **BID# 7364-22** 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 bid 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.



### 1325 Pearl Street Boulder, CO 80302

purchasing@bouldercounty.org

### **TERMS AND CONDITIONS**

- 1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
- 2. Each bidder will furnish the information required in the Invitation to Bid.
- 3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.
- 4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
- 5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
- 6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
- 7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the Purchasing email address prior to the time indicated in the "Invitation to Bid."
- 8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
- 9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
- 10. Confidential/Proprietary Information: 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 should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not 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 and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
- 12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <a href="http://www.colorado.gov/dpa/">http://www.colorado.gov/dpa/</a>.
- 13. 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 5 percent of the amount bid, unless otherwise stipulated in the instructions to bidders.
  - Bid security must be in the form of a bond, issued by a surety company authorized to do business in Colorado, or a bank cashier's check made payable to Boulder County.
  - Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.
  - Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive.

- The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids. Accordingly, after bids are opened, they shall be irrevocable for a period of thirty (30) days.
- If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.
- Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the terms of its winning bid, the contractor's bid shall be rejected and its bid security will be enforced by Boulder County to the extent of actual damages.



purchasing@bouldercounty.org

### GEOGRAPHIC INFORMATION SYSTEM REQUIREMENTS

### **GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DELIVERABLE REQUIREMENTS:**

This requirement is not applicable to this Project, bidders are instructed to disregard this section.



purchasing@bouldercounty.org

### **SPECIFICATIONS**

### **SPECIFICATIONS:**

The McIntosh Barn structure is located on the Boulder County Agricultural Heritage Center (AHC) property at 8348 Ute Hwy, Longmont, CO 80503. The proposed scope of work for this project is limited to the creation of a new concrete foundation wall behind the existing stone foundation wall as well as re-securing the existing stone foundation to the new concrete support wall.

During construction it should be noted that the AHC will be open for school group tours which can and will happen on a regular basis. The contractor must have an in-depth safety in place to keep members of the public safe. This will include but is not limited to signage and fencing/barriers. The contractor is to keep in close communication with AHC staff to find out the dates and times when school groups are scheduled to be on site.

### **Site Access and Restrictions:**

- 1. Site may be accessed from the gated entrance on the southwest corner of the property. (Attachment A)
- 2. Locations for equipment, materials, and tools being stored on site must first be discussed and approved by the Project Manager and/or AHC staff.
- 3. While work is actively happening onsite, pathway access to the McIntosh Barn must be blocked off with signage and a temporary barricade. (Attachment C)
- 4. When workers are not present, the site must be blocked off with construction fence forming a perimeter around the work site. (Attachment C) Tools and Equipment must be stored off site, or within the fenced perimeter.
- 5. Contractor(s) may use either of the two public restrooms located on the property. (Attachment C)
- 6. Water is available on-site near the windmill and pig pens. Electrical outlets for use are located on the East side of the McIntosh barn. (Attachment C)

### **Foundation:**

Backfill shall be compacted in lifts at optimum moisture content as per soils engineer's
recommendations. Foundation walls should be temporarily internally braced as required
during backfill and compaction. Contractor shall be responsible for adequately bracing
top and bottom of foundation / basement walls prior to backfilling and compaction.

- 2. Concrete must be placed continuously without horizontal cold joint. If cold joint is necessary, appropriate additional vertical reinforcement must be provided.
- 3. Top of foundation walls must be anchored securely to first floor framing. Use minimum 2x6 "mud" places, offset splices by 24" for double or multiple mud places, all multiple mud plates shall also be nailed to the plate below with a minimum of 16d nails @ 4" O.C. staggered. Anchor plates to foundation walls with 5/8" diameter anchor bolt at 32" O.C. maximum. All sill plates shall be fully engaged by concrete anchor bolts. Anchor floor reframing to plate with Simpson A35 at each third joist at bearing wall and with solid blocking spaced at 32" O.C. at nonbearing walls.

### **Concrete and Reinforcing:**

- 1. All concrete shall be in accordance with the latest editions of "American Concrete Institute Building Code" (ACI 318) and with "Specifications for Structural Concrete for Buildings" (ACI 301).
- 2. All normal weight concrete (145PCF) shall obtain a minimum 28-day compressive strength of 4000 psi (ACI 318.19.3.1)
- 3. All concrete subject to exterior exposure shall be air entrained as recommended by ACI 318, or ACI 301.
- 4. Test cylinders shall be made and tested as outlined in chapter twenty-six (26) of ACI 318.
- 5. Reinforcing bars shall be deformed bars of new billet steel conforming to ASTM A-615, Grade 60. Welded wire fabric shall conform to ASTM A-185. All reinforcing and accessories shall be detailed and paced in accordance with ACI standard 315 and 315r.
- 6. Provide all accessories necessary to support reinforcement at positions shown on the plans and details. Plastic coated accessories shall be used in all exposed concrete work.
- 7. Provide two #5 Around all openings with bars extending 24" beyond opening horizontally on each side, MIN.
- 8. Minimum Cover for reinforcing to be as follows:
  - a. On Earth side when placed against earth 3"
  - b. On Earth side when formed and with exterior walls 2"
  - c. Place top reinforcement not more than 2" from top of the wall or grade beam.
  - d. Place bottom reinforcement not more than 4" from bottom of the wall or grade beam.
- The contractor shall check with architectural mechanical and electrical drawings and the subcontractors for openings, sleeves, anchors, hangers, inserts, slap depressions and other items related to the concrete work and shall assume responsibility for their proper location.

### Masonry/Concrete Block/Stone:

- 1. Masonry design and construction shall conform to "Building Code Requirements for Masonry Structures", ACI 530 / ASCE 5/TMS 402.
- 2. Mortar shall confirm to ASTM 476 28-day strength 2500 psi.

- 3. Masonry walls shall be grouted in lifts not exceeding 4-foot 0-inch, unless otherwise approved by the engineer in writing.
- 4. Provide standard Dur-O-Wall or equivalent reinforcement at every second block course in all walls unless more restrictive requirements are noted.
- 5. Provide #4 vertical at 4-feet MAX and at each side of the opening, full height.
- 6. The masonry contractor shall provide bracing to withstand horizontal pressures as required by the building code and local ordinance.

### **Special Notes:**

- 1. The contractor is responsible to maintain stability of the structural components as well as the overall structure during construction.
- 2. Defective horizontal bracing for column at the southwest corner of the barn shall be replaced with the same size pressure treated lumber. Match connections with the existing.
- 3. Substate shall be washed to get rid of loose grains before tuckpointing and sealing.
- 4. Pressure grouting shall be done to ensure joint tightness between concrete rock wall.

The Contractor shall protect the exterior irrigation components and is responsible for repairing or replacing any components that have been damaged by anything under the contractor's oversite. (Attachment D)

### <u>Construction Sequence (Contractor may only change the construction sequence with engineer's approval):</u>

- 1. Install temporary supports and make sure all components and building structure is overall stable.
- 2. Takedown rock wall as indicated. Put stones aside to re-stack.
- 3. Excavate as required while monitoring building stability, adding additional bracing and supports as needed.
- 4. Pour concrete wall foundation and wall. Remove any forms only after 24-48 hours. Backfill only after concrete gains 75% strength. (Typically, 5-7 days).
- 5. Install galvanized masonry ties, Simpson BT 22-Guage or equivalent every other course at 18" O.C. Horizontal (staggered). Ties shall embed into wet concrete leaving a minimum of 2" at edges or anchor to the concrete wall. Ties must maintain a minimum of 12" embedment into the rock wall.
- 6. Reinstall original rock wall against the concrete face as indicated. Tuckpoint the front face of the stone wall and apply seal once the grout dries.

### **CONCRETE WASHOUT:**

Prior to work commencing, the Contractor is responsible for providing and maintaining a BCPOS approved concrete washout system to collect and retain all the concrete washout water and solids in leak proof containers so that the caustic material does not reach the soil surface and migrate into the ground water. The washout structure shall be sized large enough to contain washout from concrete placement, construction equipment cleaning operations, and residue

from cutting, coring, grinding, grooving, and demolition work. Concrete washout water and solids are to be recycled when possible. Contractor shall ensure washout systems are inspected daily to check for leaks, plastic lining failures, and determine if they have been filled to over 75% capacity and need to be vacuumed off or allowed to evaporate to avoid overflows. The location of the washout structure will be determined during the initial project kick off meeting where the contractor, PM and AHC staff will agree on a suitable location. The Contractor is also responsible for overseeing all ready-mix deliveries and to ensure all sub- contractors follow the same proper washout procedures and avoid dumping of cementitious material while on project site. If a spill occurs, the Contractor must notify the County immediately.

### **MATERIALS RECYCLING:**

The Contractor must recycle all wood waste, concrete, metal, cardboard, and provide separate recycling containers onsite. Contractor will haul trash and recyclables to transfer yard and provide weight ticket receipts for both trash and recyclables to the Boulder County Building Division office prior to final inspection or use a commercial hauler that provides trash and deconstruction waste recycling services. If the commercial hauler option is used, the Contractor will provide weight ticket receipts for both trash and recyclables to the Boulder County Building Division office prior to final inspection.

### **INSPECTION SERVICES:**

Contractor is responsible to call the Boulder County Building Division for all building inspections, if required, and notifying PM forty-eight (48) hours in advance of all building inspections.

### **PROJECT KICK OFF MEETING:**

Contractor will attend one (1) project kick off meeting at the McIntosh Barn of the Agricultural Heritage Center (AHC) 8348 Ute Highway, Longmont, CO 80503. The BCPOS PM will schedule the project kick off meeting in consultation with the Contractor prior to the start of the project. The kickoff meeting is anticipated to last up to one hour. This meeting will cover the topics of but not limited to, project staging areas, wash out locations, and safety protocols and procedures.

### **CONSTRUCTION MEETINGS:**

Contractor will hold weekly construction meetings onsite with PM. Meetings with the project engineer will be held as needed, for the duration of the Project. Contractor will supply a written construction meeting agenda to the PM forty-eight (48) hours. Contractor will issue subsequent written meeting notes and list action items within two (2) working days after the weekly construction meeting.

### JOBSITE SAFETY PROTOCOL:

Contractor will provide job safety protocol manual to PM manager prior to the start of the project.

### **WARRANTIES AND/OR GUARANTIES:**

1-year guarantee on work performed.

### **BOULDER COUNTY RESPONSIBILITIES:**

### **Project Communication and Coordination:**

The BCPOS PM will serve as the primary point of contact and will help coordinate all communication between the design team, project manager, AHC staff, and the selected Contractor. The PM will also coordinate with the design team and the selected Contractor to address any questions, construction issues, design change request, submittals, and RFI. P.M. will schedule the initial kick off meeting and schedule future meetings with the contractor no less than once per week throughout duration of the project.

### Permitting:

BCPOS will submit the building permit and floodplain development permit applications that are required for this project during the IRFP bidding process. The permits could take between 6-8 weeks before they are ready for issuance by the Boulder County Community Planning and Permitting Department to BCPOS. Once the Contractor is selected, the BCPOS PM will provide a copy of the valid Contractor's Boulder County contractor's license to the Community Development and Permitting Department to complete the permitting process. The Contractor will not be charged a fee for the building permit or flood plain development permit for this Project.

### **CONTRACTOR RESPONSIBILITIES:**

- 1. Contractor shall provide all labor, equipment, operators, and materials to implement the Project as designed.
- 2. Contractor is responsible for maintaining the stability of the structural components, as well as the overall structure during construction.
- 3. Contractor to provide written baseline construction schedule to BCPOS PM 48-hours prior to project kick off meeting.
- 4. Contractor to provide a list of subcontractors with IRFQ submittal.
- 5. Contractor shall be in good communication with AHC staff regarding school groups and public events.
- 6. Contractor must keep a secure work area and have the proper signage and barriers to keep members of the public from entering the construction area during work hours.

### **DELIVERABLES:**

The project will be considered completed only after:

- 1. All components of the foundation repair specified in the construction documents have been completed.
- 2. The work has received its final inspection sign off from an official Boulder County building inspector.
- 3. All debris, materials, tools & equipment have been removed from Agricultural Heritage Center property.
- 4. Any damage done to paths, buildings, irrigation systems, artifacts, equipment has been reported & repaired.
- 5. The project manager concludes that the final product is satisfactory.

### PERMITS, LICENSES, LOCATES AND CODES:

The selected Contractor shall have full responsibility for identifying and obtaining, prior to the start of work, and for maintaining throughout the term of the Project, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work on the Project satisfy the provisions of this paragraph.

Contractor is responsible to contact and coordinate with utility companies regarding protection of existing utilities and special requirements at utility crossing locations, as well as, other conditions where work is nearby existing utilities. Contractor shall be responsible for all costs of coordination with utilities including, but not limited to: outages, protection or support and any fees for costs from the utility.

### **CONTRACTOR LICENSING:**

It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Community Planning and Permitting Department. Electricians and plumbers are required to be licensed through the State of Colorado and registered with the Boulder County Community Planning and Permitting Department. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado.

### **PROJECT COMPLETION SCHEDULE:**

The date of completion will be on or by December 31, 2022.

### **CONFLICT OF INTEREST:**

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

### **CHANGE ORDERS:**

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

### **OVERNIGHT CAMPING:**

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open

space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

### **HOURS OF OPERATION:**

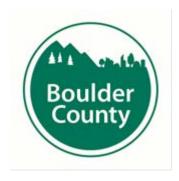
Contractor work hours shall be designated as **Monday through Thursday**, 7:00 a.m. to 5:00 p.m. Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

### **OWNERSHIP OF WORK PRODUCT:**

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

The selected Contractor will agree to keep confidential all County Data, and will agree not to sell, copy, modify, reproduce, republish, assign, distribute, data mine, search or disclose any such confidential information to any other person or entity without the County's written permission, including metadata (e.g. aggregations of county data or analysis of county data content).

The Contractor shall not access County accounts or County Data, except in the event as required by the express terms of a written contract between the mutual Parties and/or at the express written request of the County. All data obtained by the Contractor in the performance of this solicitation resulting in a contract shall become and remain the property of the County. The Contractor shall not use any information collected in connection with the service issued from this solicitation for any purpose other than fulfilling a County contract for this BID.



purchasing@bouldercounty.org

### **INSURANCE AND W-9 REQUIREMENTS**

**INSURANCE REQUIREMENTS:** 

**General Liability** \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products Completed Operations Aggregate

3 years Products/Completed Operations

**Excess or Umbrella** \$3,000,000.00, following form

Automobile Liability \$1,000,000 Each Accident

\*Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability

Statutory limits

Pollution Liability \$1,000,000 Per Loss

\$1,000,000 Aggregate

Coverage maintained or extended discovery period for 3 years

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

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

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

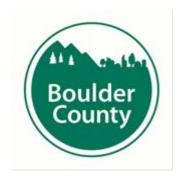
If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

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

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

### **W-9 REQUIREMENT:**

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



purchasing@bouldercounty.org

### **BID TAB SECTION**

| <u>Item Number</u> | Item Description  |                | <u>Cost</u> |
|--------------------|---|----------------|-------------|
| 1.                 | General Conditions  Mobilization, site management project management, trash re  | · •            | \$          |
| 2.                 | Preservation construction activities All construction services to perform and complete scope of work per the construction drawings and specifications |                | \$          |
| 3.                 | Overhead and profit   |                | \$          |
|                    |   | BID TOTAL      | \$          |
| Company Nan        | ne  |                |             |
| Name of perso      | on and title submitting BID   | (PLEASE PRINT) |             |
| <br>Signature of B | idder   | <br>Date       |             |



purchasing@bouldercounty.org

### **SUBMITTAL CHECKLIST**

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 company/Organization  |  |  |
|          | Telephone and Email address   |  |  |
|          | Name and Address of the Partners and Subcontractors – IF APPLICABLE               |  |  |
|          | A detailed project schedule with an all-inclusive total cost include Contractor's |  |  |
|          | ability to meet Project Completion Schedule                                       |  |  |
|          | 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.    |  |  |
|          | State your compliance with the GIS Data Requirements contained in this BID.       |  |  |
|          | Specifically list any deviations and provide justification for each deviation     |  |  |
|          | from GIS Data Deliverables Section requirements.                                  |  |  |
|          | Submit three (3) references for similar projects your company has completed       |  |  |
|          | within the last three (3) years and contact information                           |  |  |
|          | Insurance Certificate – Proof of Insurance - SAMPLE                               |  |  |
|          | Copies of Professional certifications and/or license - IF APPLICABLE              |  |  |
|          | Bid Security Bond   |  |  |
|          | Payment Bond and Performance Bond – Ability to meet requirement                   |  |  |
|          | W-9 from current year   |  |  |
|          | Signature Page  |  |  |
|          | Addendum Acknowledgement(s) – IF APPLICABLE                                       |  |  |

### **THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE:** Bidder will answer Yes or No indicating compliance:

| YES OR NO | ITEM   |
|-----------|--|
|           | Do you customarily keep line-item pricing information, such as the |
|           | information being submitted with this proposal, confidential or    |
|           | closely-held?  |



purchasing@bouldercounty.org

### **SIGNATURE PAGE**

| Contact Information   | Response   |
|---|--|
| Company Name including DBA  |  |
| List Type of Organization<br>(Corporation, Partnership, etc.)                             |  |
| Name, Title, and Email Address of<br>Person Authorized to Contract<br>with Boulder County |  |
| Company Address   |  |
| Company Phone Number  |  |
| Company Website   |  |
| I am not related to any Boulder Cour  | bulder County.<br>currently an employee of Boulder County. |
| Signature of Person Authorized to B Company's Behalf                                      | id on Date   |

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

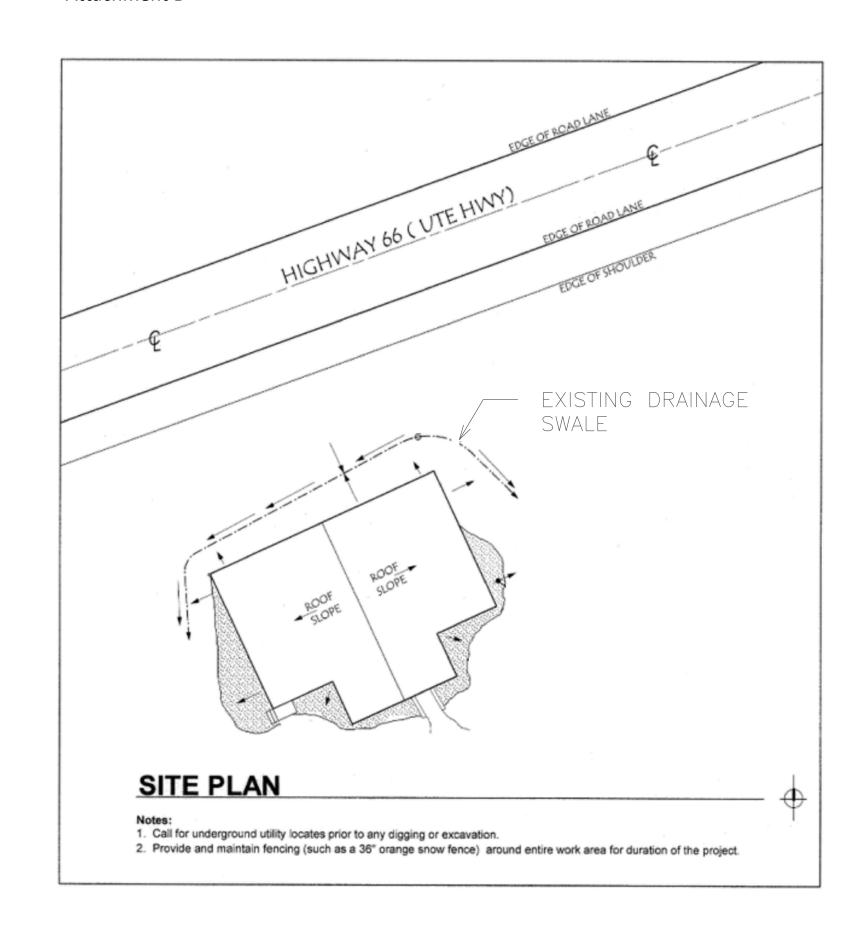
### McIntosh Barn at the Agricultural Heritage Center



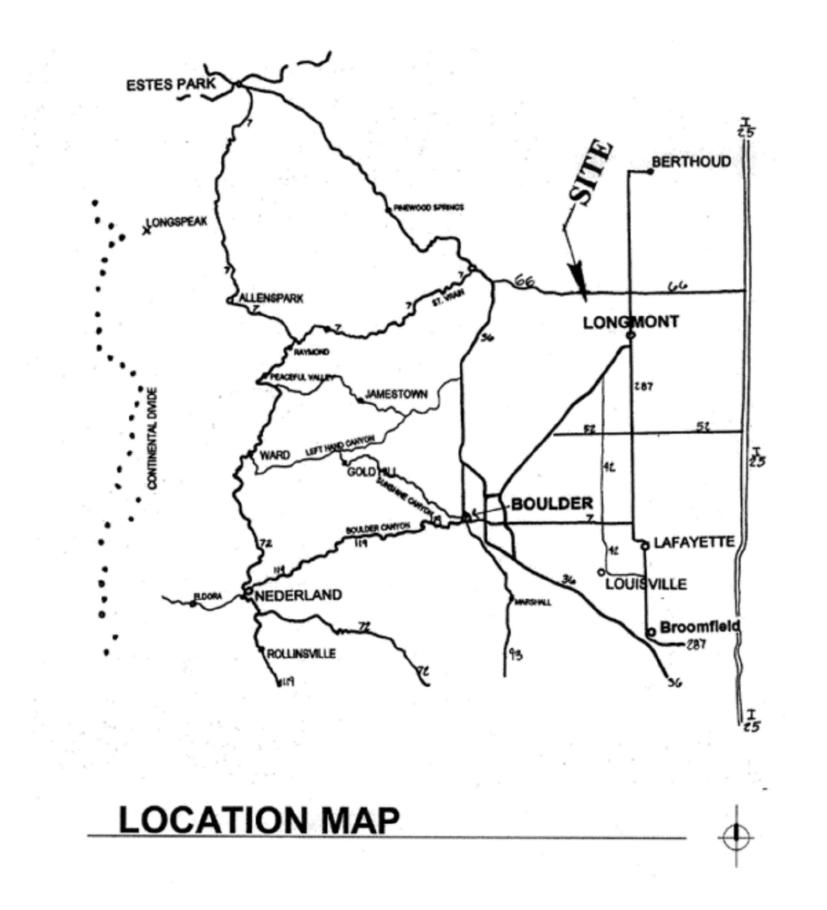




### Attachment B



### BASEMENT WALL REPAIR 8348 UTE HIGHWAY, LONGMONT, CO



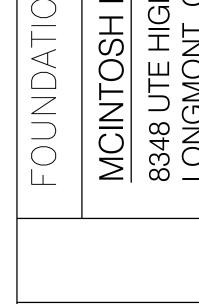
# HIGHWAY 66 (UTE 66)

SO.O SITE PLAN, PROJECT LOCATION

S1.0 PROJECT NOTES, BASEMENT PLAN, & STRUCTURAL DETAILS

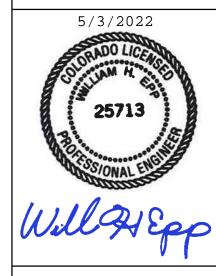


DRAWING INDEX



County Parks

PREVIOUS PLANS (FOR INFORMATION - NOT FOR CONSTRUCTION)





DRAWN BY: RP

COUNTY PROJECT NO.

DRAWING NUMBER **S**0.0



WORK AREA —

- 2. ROOF LIVE LOAD: 20 PSF
- ROOF DEAD LOAD: 5 PSF
- 3. ROOF SNOW LOAD: 40 PSF
- 4. BASIC WIND SPEED: 150 MPH (ULTIMATE) RISK CATEGORY: II EXPOSURE CATEGORY: C

### FOUNDATION NOTES:

1. FOUNDATIONS HAVE BEEN DESIGNED WITHOUT ENGINEERING SOIL INVESTIGATION. DESIGN CRITERIA (BELOW) WAS ASSUMED FOR THE PURPOSE OF THIS DESIGN. IF THE OWNER CHOOSE TO CONDUCT GEOTECHNICAL INVESTIGATION, IT SHALL BE DONE PRIOR TO CONSTRUCTION. THIS PROCEDURE MAY REQUIRE REVISIONS TO FOUNDATION DESIGN IF SOIL ENGINEER DETERMINES THAT SUCH CRITERIA ARE INAPPROPRIATE FOR THIS SITE.

### 2. FOUNDATION DESIGN CRITERIA:

FOUNDATION DESIGN LOADS: ALLOWABLE BEARING = 2,000 psf (ASSUMED) LATERAL SOIL PRESSURE = 45 PSF/FT (ASSUMED) MIN. EXT. FOOTING DEPTH = 3'-0"

- 3. BACKFILL SHALL BE COMPACTED IN LIFTS AT OPTIMUM MOISTURE CONTENT AS PER SOILS ENGINEER'S RECOMMENDATIONS. FOUNDATION WALLS SHOULD BE TEMPORARILY INTERNALLY BRACED AS REQ. DURING BACKFILL AND COMPACTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING TOP AND BOTTOM OF FOUNDATION/BASEMENT WALLS PRIOR TO BACKFILLING AND COMPACTION.
- 4. CONCRETE MUST BE PLACED CONTINUOUSLY WITHOUT HORIZONTAL COLD JOINT. IF COLD JOINT IS NECESSARY, APPROPRIATE ADDITIONAL VERTICAL REINFORCEMENT MUST BE PROVIDED.
- 5. TOP OF FOUNDATION WALLS MUST BE ANCHORED SECURELY TO FIRST FLOOR FRAMING. USE MIN. 2X6 "MUD" PLATES, OFFSET SPLICES BY 2'-0" MIN. FOR DOUBLE OR MULTIPLE MUD PLATES, ALL MULTIPLE MUD PLATES SHALL ALSO BE NAILED TO THE PLATE BELOW W/ A MIN. OF 16d NAILS @ 4" O.C. STAGGERED. ANCHOR PLATES TO FOUNDATION WALLS WITH §" DIAMETER ANCHOR BOLT AT 32" O.C. MAXIMUM. ALL SILL PLATES SHALL BE FULLY ENGAGED BY CONCRETE ANCHOR BOLTS. ANCHOR FLOOR FRAMING TO PLATE WITH SIMPSON A35 AT EACH THIRD JOIST AT BEARING WALL AND WITH SOLID BLOCKING SPACED AT 32" O.C. AT NONBEARING WALLS.

### CONCRETE AND REINFORCING:

- 1. ALL CONCRETE SHALL BE IN ACCORDANCE WITH THE "AMERICAN CONCRETE INSTITUTE BUILDING CODE" (ACI 318) AND WITH "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 301) LATEST EDITIONS.
- 2. ALL NORMAL WEIGHT CONCRETE (145 PCF) SHALL OBTAIN A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
- 3. ALL CONCRETE SUBJECT TO EXTERIOR EXPOSURE SHALL BE AIR ENTRAINED AS RECOMMENDED BY ACI 318 OR ACI 301.
- 4. TEST CYLINDERS SHALL BE MADE AND TESTED AS OUTLINED IN CHAPTER 26 OF ACI 318.
- 5. REINFORCING BARS SHALL BE DEFORMED BARS OF NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185. ALL REINFORCING AND ACCESSORIES SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH ACI STANDARD 315 AND 315R.
- 6. PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCEMENT AT POSITIONS SHOWN ON THE PLANS AND DETAILS. PLASTIC COATED ACCESSORIES SHALL BE USED IN ALL EXPOSED CONCRETE WORK.
- 7. PROVIDE (2)- #5 AROUND ALL OPENINGS WITH BARS EXTENDING 24 INCHES BEYOND OPENING HORIZONTALLY ON EACH SIDE, MIN.
- 8. MINIMUM COVER FOR REINFORCING TO BE AS FOLLOWS:
- ON EARTH SIDEWHEN PLACED AGAINST EARTH 3" ON EARTH SIDE WHEN FORMED AND W/ EXTERIOR WALLS - 2"
- PLACE TOP REINFORCEMENT NOT MORE THAN 2" FROM TOP OF THE WAL OR GRADE BEAM PLACE BTM. REINFORCEMENT NOT MORE THAN 4" FROM BTM. OF THE WAL OR GRADE BEAM
- 9. THE GENERAL CONTRACTOR SHALL CHECK WITH ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS AND THE SUB-CONTRACTORS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, INSERTS, SLAB DEPRESSIONS AND OTHER ITEMS RELATED TO THE CONCRETE WORK AND SHALL ASSUME RESPONSIBILITY FOR THEIR PROPER LOCATION.

### MASONRY / CONCRETE BLOCK / STONE:

- MASONRY DESIGN AND CONSTRUCTION SHALL CONFORM TO "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES", ACI 530/ASCE 5/TMS 402.
- 2. MORTAR SHALL CONFIRM TO ASTM 476, 28 DAY STRENGTH = 2500 psi.
- MASONRY WALLS SHALL BE GROUTED IN LIFTS NOT EXCEEDING 4'-0", UNLESS OTHERWISE APPROVED BY THE ENGINEER IN WRITING.
- PROVIDE STANDARD DUR-O-WALL OR EQUIVALENT REINFORCEMENT AT EVERY SECOND BLOCK COURSE IN ALL WALLS UNLESS MORE RESTRICTIVE REQUIREMENTS ARE NOTED.
- 5. PROVIDE #4 VERTICAL @ 4' MAX. AND @ EACH SIDE OF THE OPENING. FULL HEIGHT.
- 6. THE MASONRY CONTRACTOR SHALL PROVIDE BRACING TO WITHSTAND HORIZONTAL PRESSURES AS REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCE.

### SPECIAL NOTES:

- 1. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN STABILITY OF THE STRUCTURAL COMPONENTS AS WELL AS THE OVERALL STRUCTURE DURING CONSTRUCTION.
- 2. DEFECTIVE HORIZONTAL BRACING FOR COLUMN AT SOUTH-WEST CORNER OF THE BARN SHALL BE REPLACED WITH THE SAME SIZE PRESSURE TREATED LUMBER. MATCH CONNECTIONS WITH THE EXISTING.
- 3. SUBSTRATE SHALL BE WASHED TO GET RID OF LOOSE GRAINS BEFORE TUCKPOINTNG & SEALING.
- PRESSURE GROUTING SHALL BE DONE TO ENSURE JOINT TIGHTNESS BETWEEN CONCRETE & ROCK WALL.
- 5. THE CONTRACTOR SHALL PROTECT THE EX. IRRIGATION COMPONENTS.

### **CONSTRUCTION SEQUENCE:**

- 1. INSTALL TEMPORARY SUPPORT AND MAKE SURE ALL COMPONENTS AND BUILDING OVERALL ARE STABLE.
- 2. TAKEDOWN ROCK WALL AS INDICATED, EXCAVATE AS REQUIRED.
- 3. POUR THE CONCRETE FOUNDATION AND WALL. REMOVE ANY FORMS ONLY AFTER 24-48 HRS. BACKFILL ONLY AFTER CONCRETE GAINS 75% STRENGTH (5-7 DAYS).
- 4. INSTALL GALVANIZED MASONRY TIES, SIMPSON BT 22-GAUGE OR EQUIVALENT, EVERY OTHER COURSE AT 18" O.C. HORIZONTAL (STAGGERED). TIES SHALL EMBED INTO WET CONCRETE (PASS REBARS BUT LEAVE MINIMUM 2" EDGE) OR ANCHOR TO THE CONCRETE WALL, MAINTAIN MINIMUM 12" EMBEDMENT INTO THE ROCK WALL.
- 5. PUT UP THE ROCK WALL AS INDICATED, TUCKPOINT THE FRONT FACE AND APPLY SEAL WHEN GROUT DRIES.

THE CONTRACTOR SHALL CHANGE THE CONSTRUCTION SEQUENCE WITH ENGINEER'S APPROVAL.

### **ABBREVIATIONS**

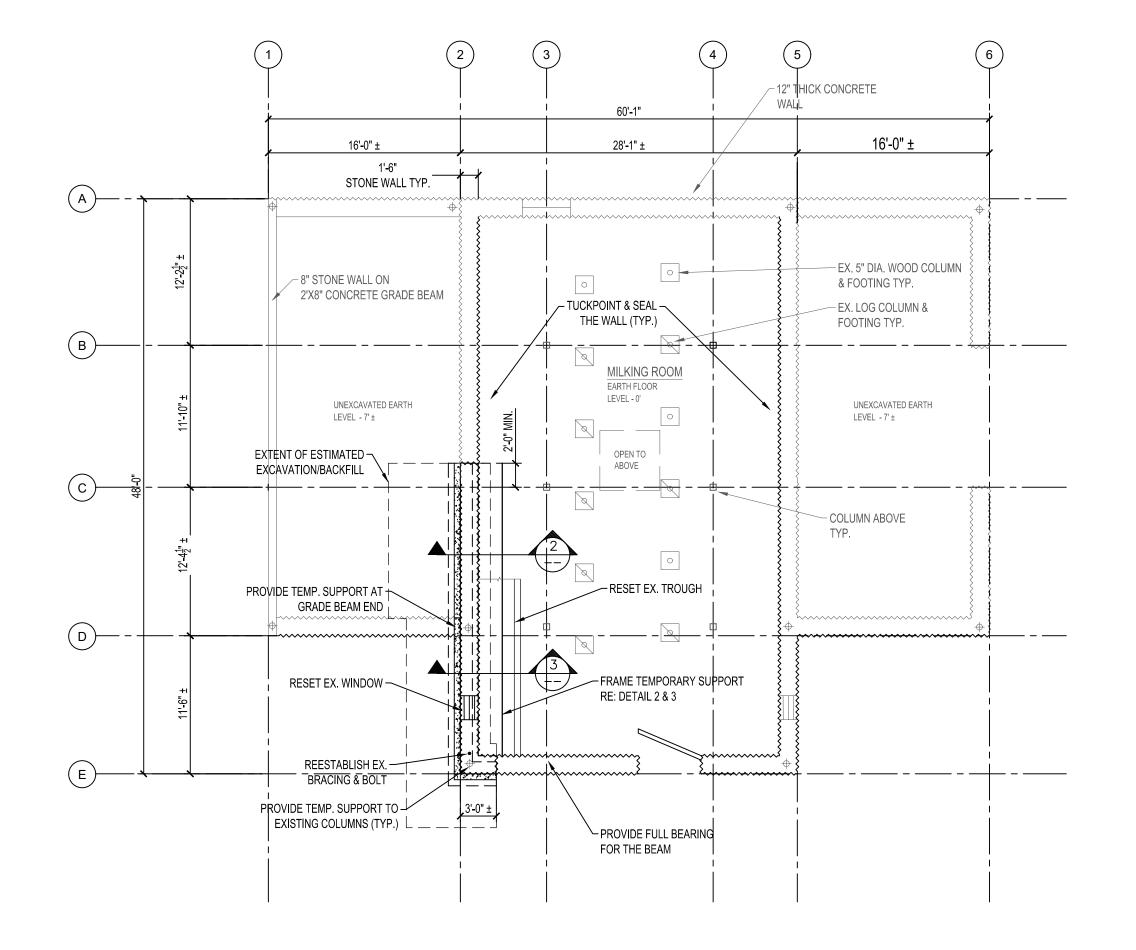
TYP. - TYPICAL EX. - EXISTING

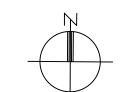
O.C. - ON CENTER LONG. - LONGITUDINAL

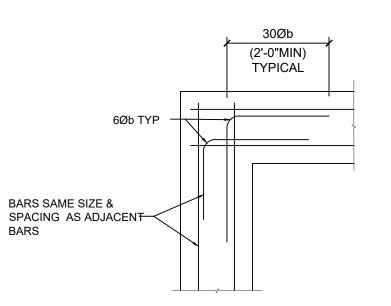
VFR. - VFRTICAL

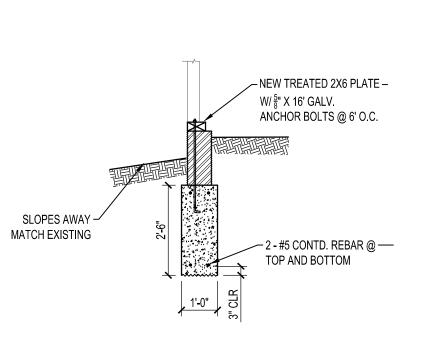
MIN. — MINIMUM FDN. - FOUNDATIN

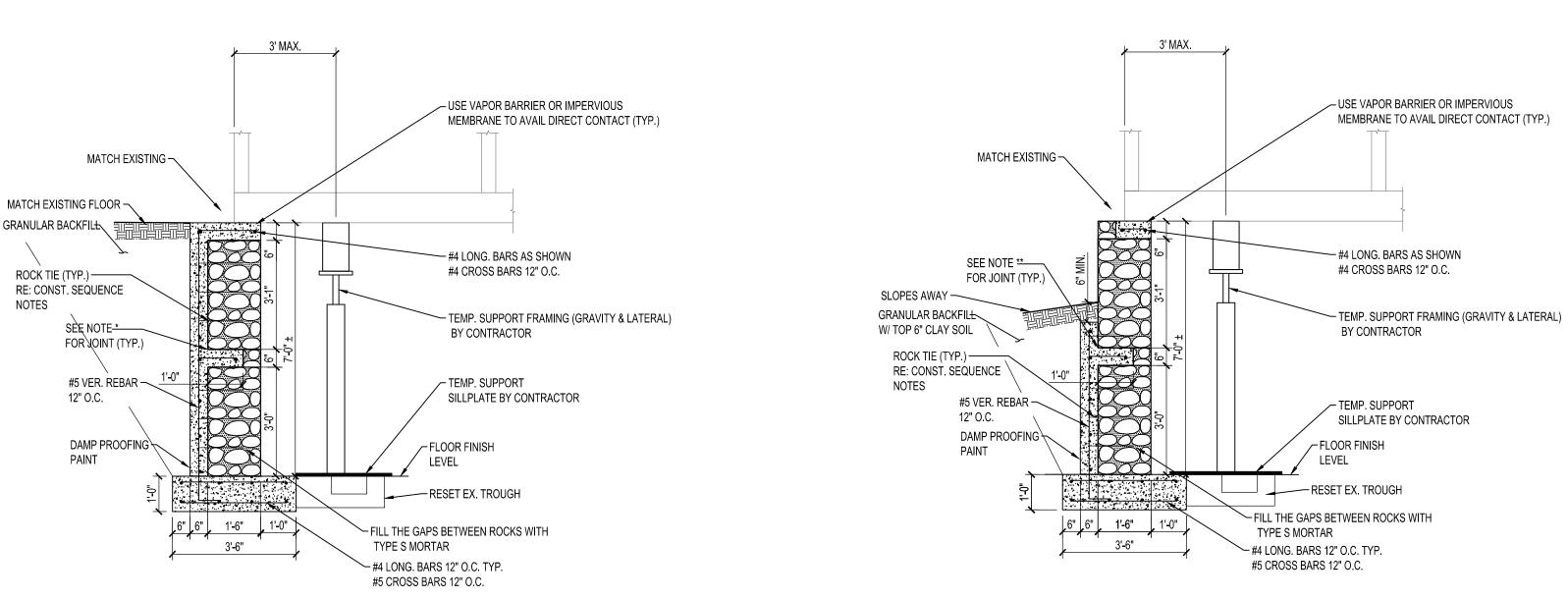
CONST. - CONSTRUCTION







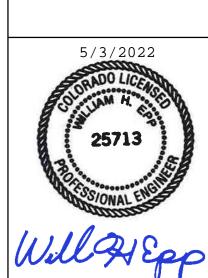




\* JOINT BETWEEN CONCRETE AND ROCK WALL SHALL BE ROUGHENED TO A MIN. 1/4" AMPLITUDE.

FOUNDATION

8348 UTE HIGHWAY LONGMONT, COLORAD



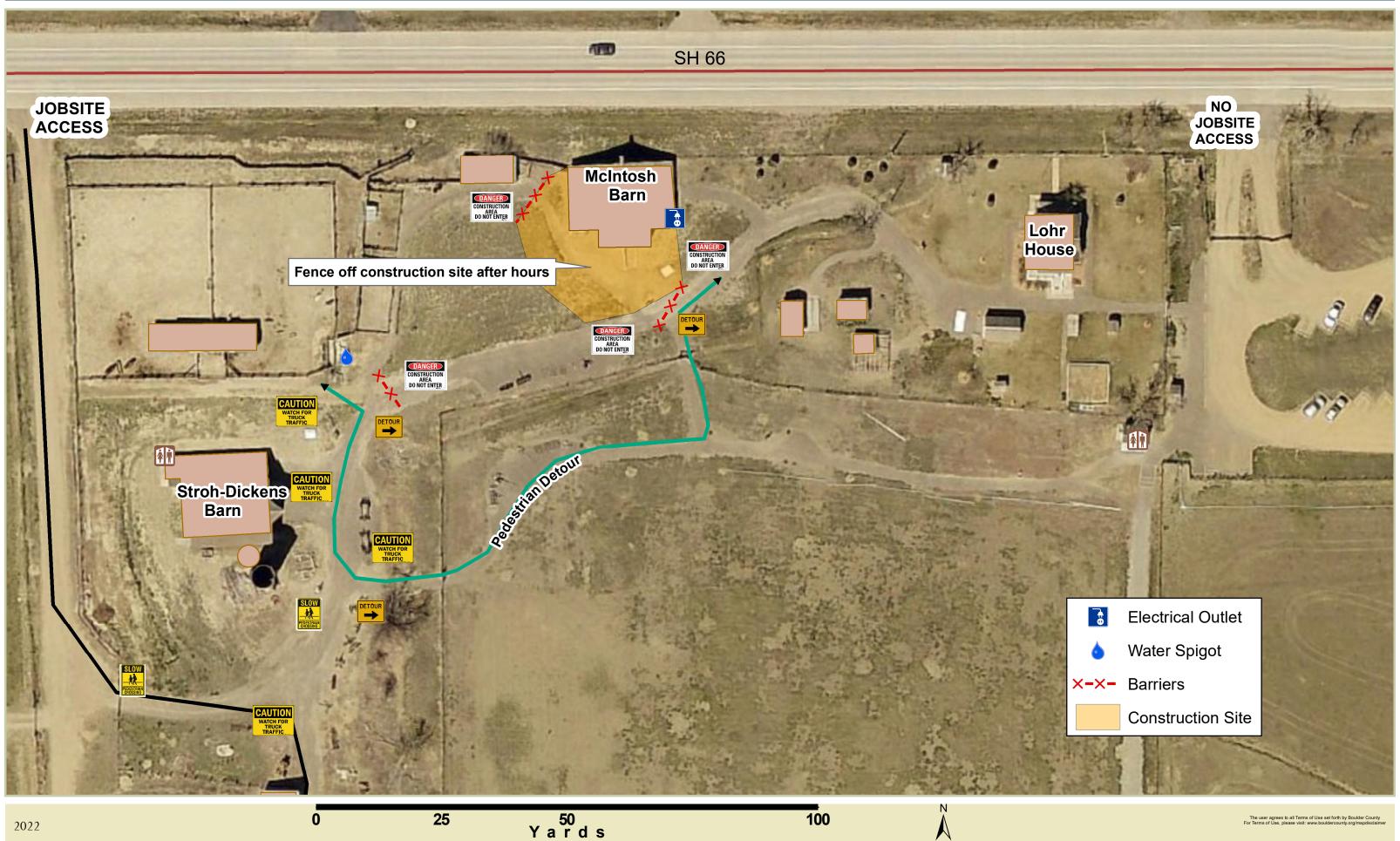
🏉 benesch

DRAWN BY: RP

COUNTY PROJECT NO.

DRAWING NUMBER **S1.0** 





## GOOSENECK (G)

SHOWN WITH: G1 GOOSENECK ARM

### LUMINAIRE TYPE "A"

BARNLIGHT: BLE-G-WHA12-300-G1-300-LED16.8-3000K-DL ASHLAND/AVALON SERIES, 120VOLT, 1600 LUMEN, 3000K, DARK GREEN, GOOSENECK MOUNT ON INTERIOR COLUMN AT ELEVATION OF EXISTING HORIZONTAL BRACE AND EXTERIOR WALL AT +12FT AFF

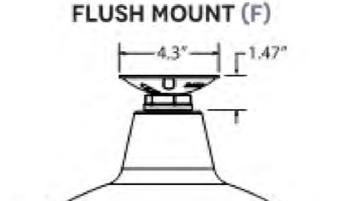


LS421LED Centria



### LUMINAIRE TYPE "C"

LUMASCAPE: LS421LED16W4-NR--01-BL CENTRIA SERIES, 120V, 16WATT, 3000K, 14DEG NARROW SPOT, IP66 WET LOCATION ACCENT SPOT-LIGHT, BLACK, WALL MOUNT ON HORIZONTAL BEAM, AIM AT BARN FEATURE



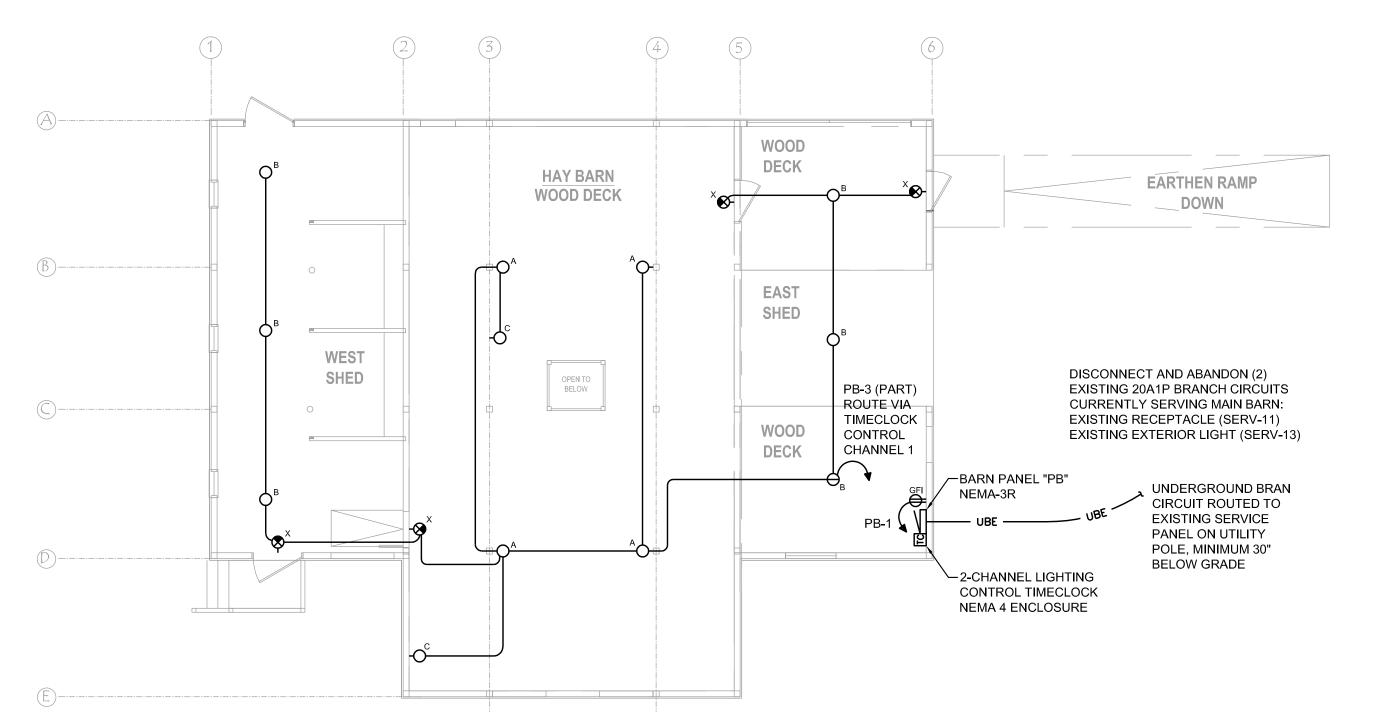
### LUMINAIRE TYPE "B" BARNLIGHT: BLE-F-WHA12-300-FM-300-LED16-3000K-DL ASHLAND/AVALON SERIES, 120VOLT, 1250 LUMEN, 3000K, DARK GREEN, FLUSH MOUNT ON UNDERSIDE OF ROOF/CEILING STRUCTURE

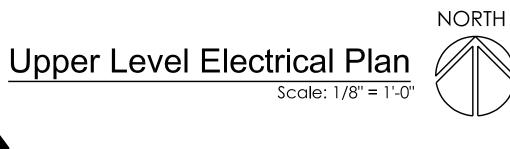


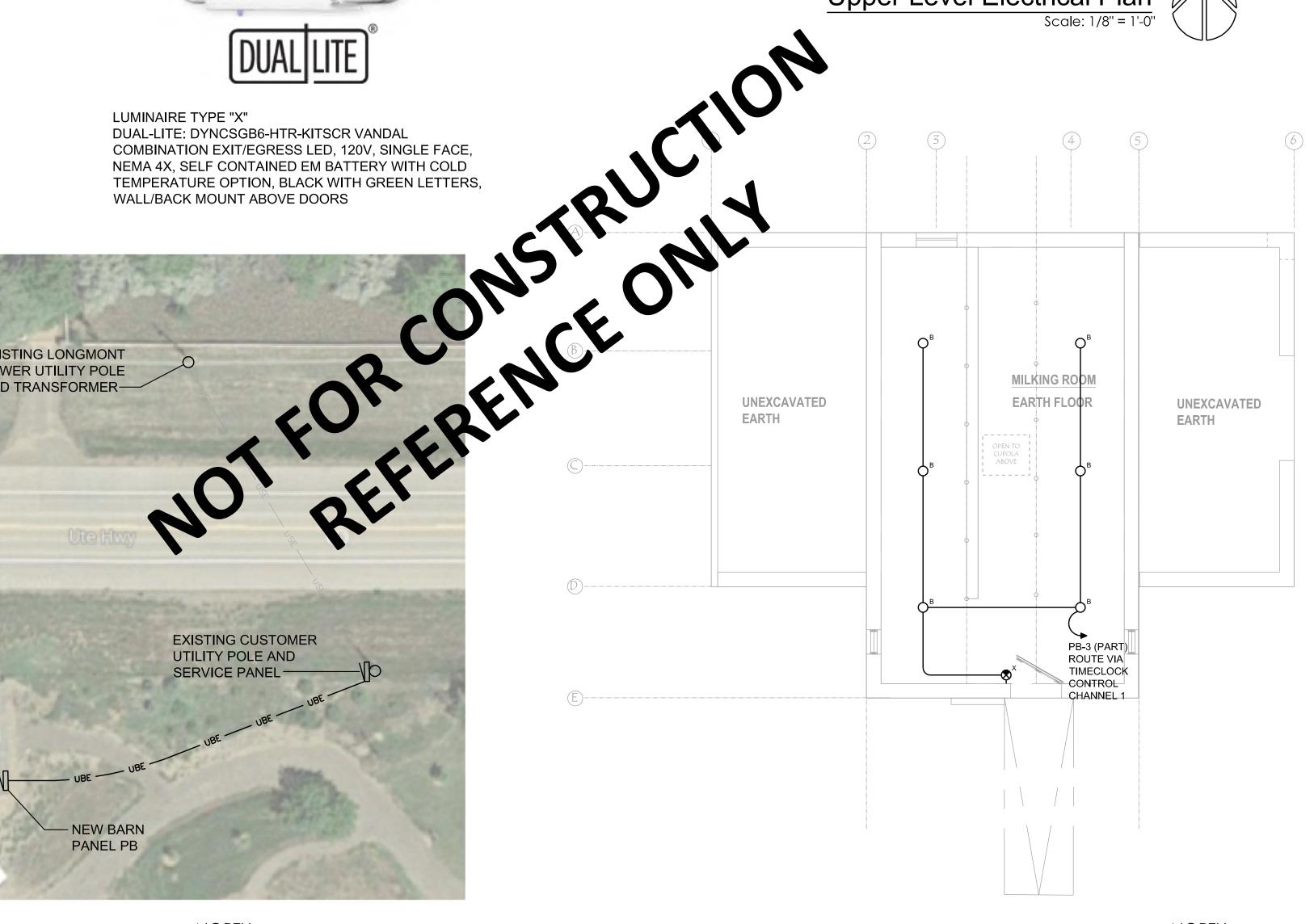


EXISTING CUSTOMER UTILITY POLE AND

SERVICE PANEL









**NEW BARN** PANEL PB

**EXISTING LONGMONT** 

POWER UTILITY POLE
AND TRANSFORMER—





ackerman engineering, inc.

3000 Youngfield St, Suite 264 Wheat Ridge, Colorado 80215 Ph 303–278–7297 Fx 303-278-9009

www.aeiconsulting.com



BC OSF

<u>Key Plan</u>

Issue: Construction Documents

Contents:

Electrical Floor Plans

December 5, 2019

Sheet Number:

### **McIntosh Barn Condition Assessment**



By Scott Mueller 9/21/16

### **Table of Contents**

| Cover Page                    | i   |
|-------------------------------|-----|
| Table of Contents             | ii  |
| Condition Definitions         | iii |
| Condition Assessment          |     |
| Physical Description          | 1   |
| Construction and Alteration   | 1   |
| Exterior Existing Conditions  | 2   |
| Interior Existing Conditions  | 2   |
| Appendix                      |     |
| Elevations View               | 4   |
| Site Map                      | 8   |
| Floor Plans                   | 9   |
| Door and Window Schedule      | 11  |
| Exterior and Interior Surveys | 12  |
| Historic Photo Logs           | 17  |
| Historic Photos               | 18  |
| Rehabilitation Photo Logs     | 19  |
| Rehabilitation Photos         | 20  |
| Current Photo Logs            | 23  |
| Current Photos                | 25  |

### **Condition Definitions**

### **Definitions**

This building condition assessment makes use of terms concerning the condition of building components which are defined as follows.

**Good Condition:** The material is intact, structurally sound and is performing its intended purpose. The materials need no repair or rehabilitation, but require routine maintenance or preventative maintenance.

**Fair Condition:** There are signs of wear, failure or deterioration, through the material and is generally structurally sound and performing its intended purpose. Replacement of up to 25% of the materials or sub-component is required.

**Poor Condition:** The material is no longer performing its intended purpose or the material is missing. Deterioration or damage affects more than 25% of the materials and cannot be adjusted or repaired. The material shows signs of imminent failure or breakdown. The material requires major repair or replacement.

### **CONDITION ASSESSMENT**

### **Physical Description**

The McIntosh Barn is a
Bank Barn in style and rectangular in
shape. Its timber framed construction
with a front-gable roof. The roof has
wood shingles and an extended roof
line for the hay carrier and a cupola at
the center. The exterior has unfinished
vernacular wood siding and doors.

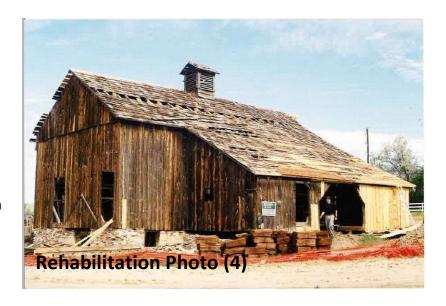
There are three four pane fixed windows on the west elevation. The



interior has an animal trough to the west, large room once for hay storage in the center and a lean-to to the east. Below the hay storage room is a cellar. The cellar is rectangular in shape and has white washed irregular courses stone walls. When entering the cellar there is a milking station to the left and two four pane hopper windows on east and west wall. There is also a three pane awnings window to the north. The barn sits on stone footers with a few areas mixed with concrete footers from structural repairs.

### Construction and Alteration

The barn was constructed in 1881. Rehabilitation started in 2002 by Bill Bailey. In 2015 Bill Bailey excavated the north side of the barn to add a new concrete wall in front and a new footer for the west side when that wall was rebuilt.



### **Exterior Existing Conditions**

Referencing the field surveys in the appendix, starting with the exterior conditions the roof wood shingles are cupping in areas on the west and east side. The cupola is in good shape with minor maintenance needed. The vernacular wood siding has a few loose boards and nails. The windows are all wood and need minor maintenance. The doors are all in good conditions and make out of vernacular wood. The doors and windows hardware are rusting. The stone footers of the barn are in good condition around the perimeter with no signs of cracking.





### **Interior Existing Conditions**

Continuing into the interior the timber framing and flooring is great condition with minor pest problems of the pigeons and birds. The hay carrier is still present, however the extended roof line to the north and has been closed off and functionality of the carrier and track is unknown. Both troughs in the barn and cellar, are well warn and have broken and rotting wood, see photos 24,25 and 50 for more detail. The cellar stone walls possibly need grout repair on south, east and west side. The milking station has a floor of concrete and is falling apart and has cracks. The rest of the floor in the cellar is dirt and in good condition.

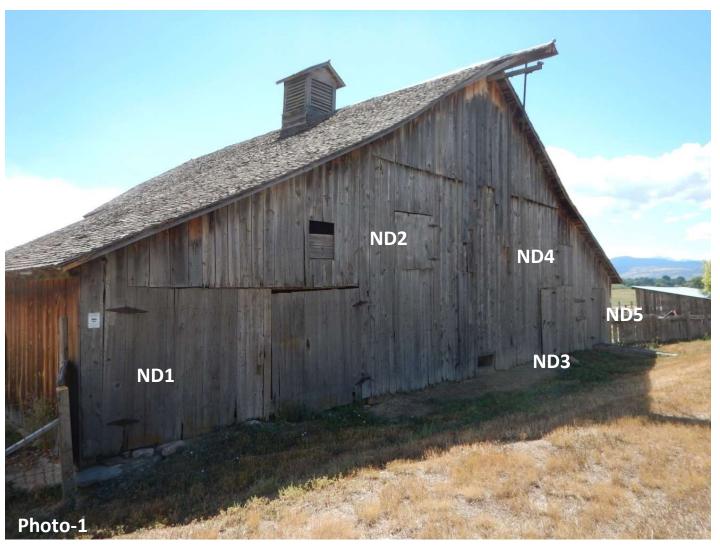
### **Building Systems**

The barn has electricity that runs from the lean-to, to exterior lighting. There are also a few outlets in lean-to on the south side. The outlets and conduit look new, but don't know condition.

### **ASBESTOS REPORTS**

This structure does not have an asbestos report. Reports are located at G:\B&HP\Asbestos. Please contact Building and Historic Preservation Staff with any questions or concerns.

**Appendix** Elevations



North Elevation



South Elevation

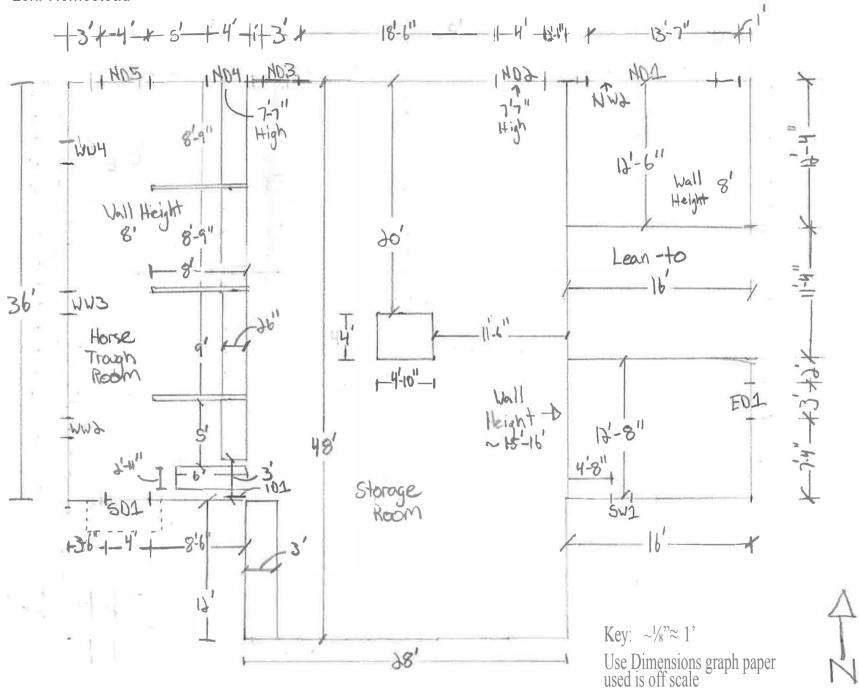


East Elevation

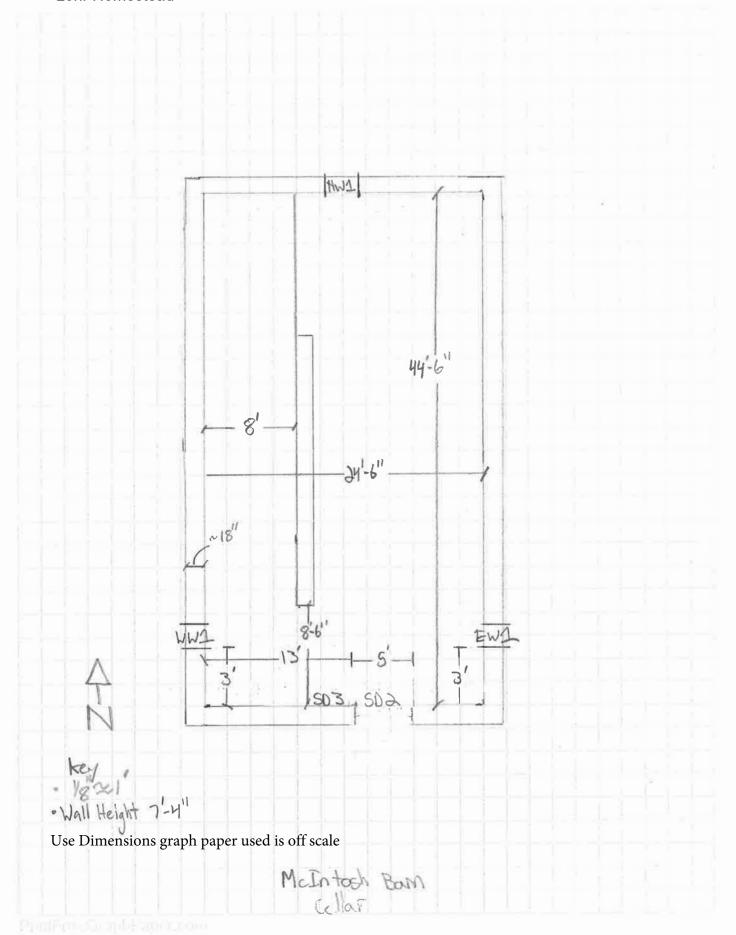


West Elevation





McIntosh Barn



|     | Door Schedule |        |                      |       |  |  |  |  |
|-----|---------------|--------|----------------------|-------|--|--|--|--|
| No. | Size          |        | Handriana            | Nasti | Stulo/Condition  |  |  |  |
| NO. | Width         | Height | Hardware             | Mat'l | Style/Condition  |  |  |  |
| ND1 | 84½"          | 78¼"   | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance with some rot |  |  |  |
| NDI | 77½"          | 79¼"   | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance with some rot |  |  |  |
| ND2 | 48"           | 44"    | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance               |  |  |  |
| ND3 | 32"           | 84"    | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance               |  |  |  |
| ND4 | 48"           | 49½"   | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance               |  |  |  |
| ND5 | 49"           | 76"    | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance               |  |  |  |
| SD1 | 48"           | 75"    | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance               |  |  |  |
| SD2 | 93½"          | 75"    | Iron Hinges/door nab | WD    | Vertical Vernacular Wood, not original/ G- Minor Maintenance |  |  |  |
| SD3 | 91"           | 71"    | Iron Hinges          | WD    | 2x4 replica gate/ G- Minor Maintenance                       |  |  |  |
|     | 63"           | 71"    | N/A                  | N/A   | Door Frame to Cellar   |  |  |  |
| ED1 | 37½"          | 76"    | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance               |  |  |  |
| ID1 | 24¾"          | 74"    | Iron Hinges          | WD    | Vertical Vernacular Wood/ G- Minor Maintenance               |  |  |  |

|       | Window Schedule |        |                |                        |       |  |  |  |
|-------|-----------------|--------|----------------|------------------------|-------|--|--|--|
|       | Size            |        | Height         |                        |       |  |  |  |
| No.   | Width           | Height | Window Sill to | Hardware               | Mat'l | Style/Condition                        |  |  |
|       | wiatii          | Height | Floor          |                        |       |  |  |  |
| NW1   | 33½"            | 15½"   | 0"             | N/A                    | WD    | Screen/ G-Minor Maintenance            |  |  |
| IAAAT | 34"             | 16"    | U              | Metal latch            | WD    | Three pane awning/ G-Minor Maintenance |  |  |
| SW1   | 27"             | 25"    | 425/8"         | N/A WD                 |       | Four pane fixed/ G-Minor Maintenance   |  |  |
| EW1   | 28½"            | 26"    | 54"            | Metal latch and Hinges | WD    | Four pane hopper/ G-Minor Maintenance  |  |  |
| WW1   | 28½"            | 25¾"   | 54"            | Metal Hinges           | WD    | Four pane hopper/ G-Minor Maintenance  |  |  |
| WW2   | 23½             | 30"    | 50"            | N/A WD                 |       | Four pane Fixed/ G-Minor Maintenance   |  |  |
| WW3   | 23¾"            | 30"    | 50"            | N/A WD                 |       | Four pane Fixed/ G-Minor Maintenance   |  |  |
| WW4   | 24"             | 30"    | 50"            | N/A                    | WD    | Four pane Fixed/ G-Minor Maintenance   |  |  |

Key:

Conditions- G=Good; F=Fair; P=Poor

Windows- NW1=North Window 1; SW2= South Window 2 et. Doors-

ID1=Interior Door 1; SD2= South Door 2; ED3= East Door 3 Etc.. Wood-

WD

| Exterior-Survey Notes   |                          |                      |  |  |
|---|--------------------------|----------------------|--|--|
| Structure Name: Lohr McIntosh Barn Location: Agricultural Heritage Center |                          |                      |  |  |
| Structure Number: 185   | <b>Date:</b> 9/1/16      |                      |  |  |
| Prepared by: Scott Mueller  | Survey Sheet No.: 1 of 1 | <b>Site No:</b> 6987 |  |  |

| Scott Muchel         | Survey Sheet No.: 1 of 1 Shee No. 0787   |  |
|----------------------|--|--|
|                      |  |  |
| Materials            | Conditions   |  |
| Wood Shingles        | F-shingles are cupping   |  |
| N/A                  | N/A  |  |
|                      |  |  |
| Vertical wood siding | G-minor maintenance  |  |
| Vertical wood siding | G-minor maintenance  |  |
| Vertical wood siding | G-minor maintenance  |  |
| Vertical wood siding | G-minor maintenance  |  |
|                      |  |  |
| Wood                 | (NW1) G-minor maintenance  |  |
| Wood                 | (SW1) G-minor maintenance  |  |
| Wood                 | (EW1) G-minor maintenance  |  |
| Wood                 | (WW1-4) G-minor maintenance  |  |
| N/A                  | N/A  |  |
| N/A                  | N/A  |  |
|                      |  |  |
|                      | (ND1-5) G-minor maintenance  |  |
|                      | (SD1-3) G-minor maintenance  |  |
| Vertical wood siding | (ED1) G-minor maintenance  |  |
| N/A                  | N/A  |  |
| Iron                 | F-hinges rusting   |  |
| N/A                  | N/A  |  |
| Cupola               | G-minor maintenance  |  |
| Stone/ Concrete      | G-minor maintenance. Concrete on Westside  |  |
|                      | Materials Wood Shingles N/A  Vertical wood siding Vertical wood siding Vertical wood siding Vertical wood siding Vertical wood Wood Wood Wood N/A N/A  Vertical wood siding N/A Iron N/A Cupola |  |

Conditions G=Good; F=Fair; P=Poor

Windows NW1=North Window 1; SW2= South Window 2; EW3= East Window 3 et.

Doors ND1=North Door 1; SD2= South Door 2; ED3= East Door 3 Etc..

| Interior-Survey Notes  |  |  |  |  |
|--|--|--|--|--|
| Structure Name & No.: McIntosh Barn / 185 Location: Agricultural Heritage Center |  |  |  |  |
| Room Name: Storage Room  | <b>Date:</b> 9/1/16                    |  |  |  |
| Prepared by: Scott Mueller   | Survey Sheet No.: 1 of 4 Site No: 6987 |  |  |  |

| Locations   | Materials   | Conditions  |
|-------------|-------------|---|
| Floor       | Wood        | G-minor maintenance                                 |
| Base        | N/A         | N/A   |
| Walls:      |             |   |
| North       | Wood        | G-minor maintenance open timber framed construction |
| South       | Wood        | G-minor maintenance open timber framed construction |
| East        | Wood        | G-minor maintenance open timber framed construction |
| West        | Wood        | G-minor maintenance open timber framed construction |
| Ceiling     | Wood 2x4    | G-minor maintenance, one rafter rotting             |
| Doors       | Wood        | (ID1) G-minor maintenance                           |
| Windows     | N/A         | N/A   |
| Trim/Casing | N/A         | N/A   |
| Hardware    | Iron        | F-rusted hinges                                     |
| Lighting    | N/A         | N/A   |
| Electrical  | N/A         | N/A   |
| Plumbing    | N/A         | N/A   |
| HVAC        | N/A         | N/A   |
| 041         | Hay Carrier | F-functionality is not known                        |
| Other       | Trough      | F-section broken, falling apart                     |

Conditions G=Good; F=Fair; P=Poor

Windows NW1=North Window 1; SW2= South Window 2 et.

Doors ID1=Interior Door 1; SD2= South Door 2; ED3= East Door 3 Ect.

| <b>Notes:</b> |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|
|               |  |  |  |  |  |  |
|               |  |  |  |  |  |  |
|               |  |  |  |  |  |  |
|               |  |  |  |  |  |  |
|               |  |  |  |  |  |  |

| Interior-Survey Notes  |                          |                      |  |  |
|--|--------------------------|----------------------|--|--|
| Structure Name & No.: McIntosh Barn / 185 Location: Agricultural Heritage Center |                          |                      |  |  |
| Room Name: Horse Trough Room   | <b>Date:</b> 9/1/16      |                      |  |  |
| Prepared by: Scott Mueller   | Survey Sheet No.: 2 of 4 | <b>Site No:</b> 6987 |  |  |

| Locations   | Materials   | Conditions  |
|-------------|-------------|---|
| Floor       | Dirt        | G-minor maintenance                                 |
| Base        | N/A         | N/A   |
| Walls:      |             |   |
| North       | Wood        | G-minor maintenance open timber framed construction |
| South       | Wood        | G-minor maintenance open timber framed construction |
| East        | Wood        | G-minor maintenance open timber framed construction |
| West        | Wood        | G-minor maintenance open timber framed construction |
| Ceiling     | Wood        | G-minor maintenance, one rafter rotting             |
| Doors       | Wood        | (SD1) G-minor maintenance                           |
| Windows     | Wood        | (WW2-4) G-minor maintenance                         |
| Trim/Casing | N/A         | N/A   |
| Hardware    | Iron        | G-minor maintenance                                 |
| Lighting    | N/A         | N/A   |
| Electrical  | N/A         | N/A   |
| Plumbing    | N/A         | N/A   |
| HVAC        | N/A         | N/A   |
| Other       | Wood Trough | G-minor maintenance                                 |

Conditions G=Good; F=Fair; P=Poor

Windows NW1=North Window 1; SW2= South Window 2 et.

Doors ID1=Interior Door 1; SD2= South Door 2; ED3= East Door 3 Ect.

| Notes: |  |  |  |  |  |  |
|--------|--|--|--|--|--|--|
|        |  |  |  |  |  |  |
|        |  |  |  |  |  |  |
|        |  |  |  |  |  |  |
|        |  |  |  |  |  |  |
|        |  |  |  |  |  |  |

| Interior-Survey Notes  |                          |                      |  |  |
|--|--------------------------|----------------------|--|--|
| Structure Name & No.: McIntosh Barn / 185 Location: Agricultural Heritage Center |                          |                      |  |  |
| Room Name: Lean-to   | <b>Date:</b> 9/1/16      |                      |  |  |
| Prepared by: Scott Mueller   | Survey Sheet No.: 3 of 4 | <b>Site No:</b> 6987 |  |  |

| Locations   | Materials                     | Conditions                |
|---|-------------------------------|---------------------------|
| Floor   | Dirt                          | G-Minor Maintenance       |
| Base  | N/A                           | N/A                       |
| Walls:  | -                             |                           |
| North   | Wood                          | G-Minor Maintenance       |
| South   | Wood                          | G-Minor Maintenance       |
| East  | Wood                          | G-Minor Maintenance       |
| West  | West Wood G-Minor Maintenance |                           |
| Ceiling   | Wood                          | G-Minor Maintenance       |
| <b>Doors</b> Wood (ED1) G-Minor Maintenance         |                               | (ED1) G-Minor Maintenance |
| Windows   | Wood                          | (SW1) G-Minor Maintenance |
| Trim/Casing   | N/A                           | N/A                       |
| Hardware  | N/A                           | N/A                       |
| Lighting N/A N/A                                    |                               | N/A                       |
| Electrical Outlets/Light Switch G-Minor Maintenance |                               | G-Minor Maintenance       |
| Plumbing N/A  |                               | N/A                       |
| HVAC N/A N/A  |                               | N/A                       |
| Other N/A   |                               | N/A                       |

Conditions G=Good; F=Fair; P=Poor
Windows NW1=North Window 1; SW2= South Window 2 et.
Doors ID1=Interior Door 1; SD2= South Door 2; ED3= East Door 3 Ect.

| Notes: |  |  |  |
|--------|--|--|--|
|        |  |  |  |
|        |  |  |  |
|        |  |  |  |
|        |  |  |  |
|        |  |  |  |

| Interior-Survey Notes  |                          |                      |  |  |
|--|--------------------------|----------------------|--|--|
| Structure Name & No.: McIntosh Barn / 185 Location: Agricultural Heritage Center |                          |                      |  |  |
| Room Name: Cellar  | <b>Date:</b> 9/1/16      |                      |  |  |
| Prepared by: Scott Mueller   | Survey Sheet No.: 4 of 4 | <b>Site No:</b> 6987 |  |  |

| Locations | Materials      | Conditions                |
|-----------|----------------|---------------------------|
| Floor     | Concrete/ Dirt | P- Concrete falling apart |
| Base      | N/A            | N/A                       |

#### Walls:

| North       | White Washed Stone | G-Minor Maintenance                         |
|-------------|--------------------|---|
| South       | White Washed Stone | F-grout missing, white washed gone in areas |
| East        | White Washed Stone | P-grout missing, white washed gone in areas |
| West        | White Washed Stone | F-grout missing, white washed gone in areas |
| Ceiling     | Wood White Washed  | G-Minor Maintenance                         |
| Doors       | Wood               | (SD2-3) G-Minor Maintenance                 |
| Windows     | Wood               | (EW1 & WW1) G-Minor Maintenance             |
| Trim/Casing | N/A                | N/A   |
| Hardware    | Metal              | G-Minor Maintenance                         |
| Lighting    | N/A                | N/A   |
| Electrical  | N/A                | N/A   |
| Plumbing    | N/A                | N/A   |
| HVAC        | N/A                | N/A   |
| Other       | N/A                | N/A   |

| ĸ | $\boldsymbol{\sim}$ | ,. |
|---|---------------------|----|
| 1 | CV                  | ٠. |

Conditions G=Good; F=Fair; P=Poor

Windows NW1=North Window 1; SW2= South Window 2 et.

Doors ID1=Interior Door 1; SD2= South Door 2; ED3= East Door 3 Ect.

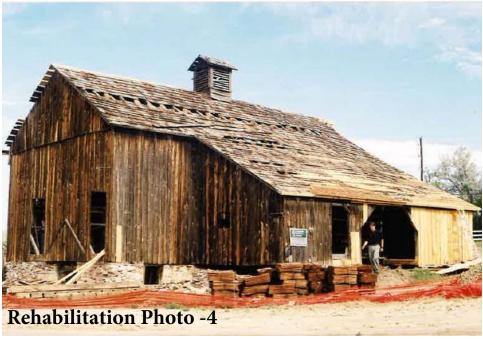
| Notes: |  |  |  |
|--------|--|--|--|
|        |  |  |  |
|        |  |  |  |
|        |  |  |  |
|        |  |  |  |
|        |  |  |  |
|        |  |  |  |

| Historic Photo Log       |                     |  |  |  |
|--------------------------|---------------------|--|--|--|
| Structure Name:          | McIntosh Barn       | Location: Agricultural Heritage Center |  |  |
| Taken by: Assesors Photo |                     | Date: Circa 1949                       |  |  |
| Number Location          |                     | Description                            |  |  |
| Historic Photo- 1        | Northeast Elevation | General View                           |  |  |



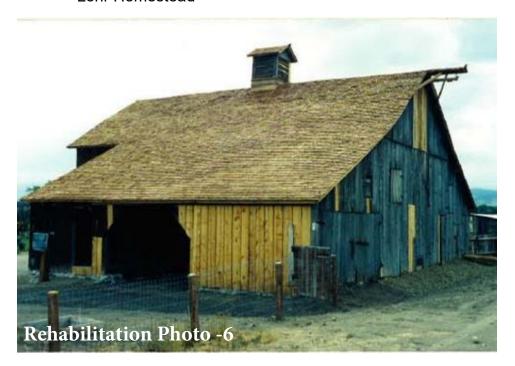
| Rehabilitation Photo Log  |  |                       |  |  |
|---------------------------|--|-----------------------|--|--|
| Structure Name: McInto    | Location: Agricultural Heritage Center |                       |  |  |
| Taken by: Assessors Photo |  | Date: Circa 1949      |  |  |
| Number                    | Location                               | Description           |  |  |
| Rehabilitation Photo-1    | Southeast Elevation                    | Before Rehabilitation |  |  |
| Rehabilitation Photo-2    | Northeast Elevation                    | Before Rehabilitation |  |  |
| Rehabilitation Photo-3    | West Elevation                         | Rehabilitation        |  |  |
| Rehabilitation Photo-4    | Southeast Elevation                    | Rehabilitation        |  |  |
| Rehabilitation Photo-5    | North Elevation                        | Rehabilitation        |  |  |
| Rehabilitation Photo-6    | Northeast Elevation                    | Rehabilitation        |  |  |
| Rehabilitation Photo-7    | Southwest Elevation                    | Rehabilitation        |  |  |
| Rehabilitation Photo-8    | Interior-Looking South                 | Rehabilitation        |  |  |
| Rehabilitation Photo-9    | Interior-Looking West                  | Rehabilitation        |  |  |
| Rehabilitation Photo-10   | Interior-Looking West                  | Rehabilitation        |  |  |
| Rehabilitation Photo-11   | Interior-Cellar                        | Rehabilitation        |  |  |
| Rehabilitation Photo-12   | Interior-Cellar                        | Rehabilitation        |  |  |







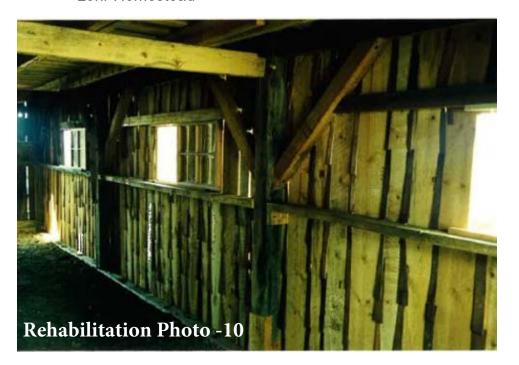




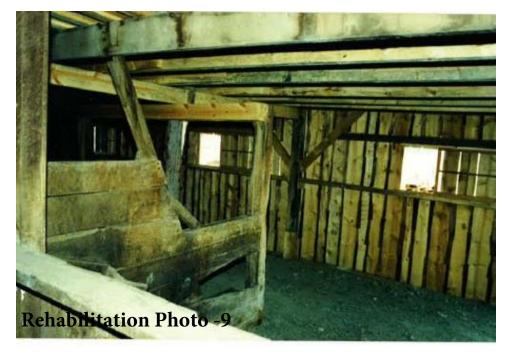








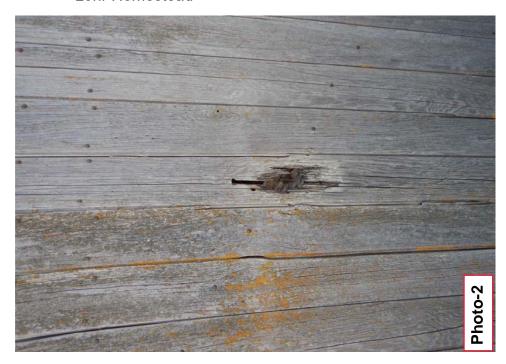






| Photo Log                     |                     |   |  |  |
|-------------------------------|---------------------|---|--|--|
| Structure Name: McIntosh Barn |                     | Location: Agricultural Heritage Center      |  |  |
| Taken by:                     | : Scott Mueller     | <b>Date:</b> 9/2/16                         |  |  |
| Photo Sheet No.: 1 of 2       |                     | Structure No.: 185 Site No: 6987            |  |  |
| Number                        | Location            | Description                                 |  |  |
| Photo 1                       | North Elevation     | General View                                |  |  |
| Photo 2                       | North Elevation     | Hole/rot                                    |  |  |
| Photo 3                       | North Elevation     | Ramp/Northwest corner                       |  |  |
| Photo 4                       | North Elevation     | Northwest Door                              |  |  |
| Photo 5                       | North Elevation     | NW1 Cellar Window                           |  |  |
| Photo 6                       | South Elevation     | General View                                |  |  |
| Photo 7                       | South Elevation     | SD1 Door                                    |  |  |
| Photo 8                       | East Elevation      | General View                                |  |  |
| Photo 9                       | East Elevation      | ED1   |  |  |
| Photo 10                      | West Elevation      | General View                                |  |  |
| Photo 11                      | West Elevation      | Loose nails                                 |  |  |
| Photo 12                      | West Elevation      | Light fixture                               |  |  |
| Photo 13                      | West Elevation      | Concrete Footer                             |  |  |
| Photo 14                      | Cupola              | Southwest side                              |  |  |
| Photo 15                      | Cupola              | Northwest side                              |  |  |
| Photo 16                      | Southeast Elevation | General View                                |  |  |
| Photo 17                      | Storage Room        | North Wall                                  |  |  |
| Photo 18                      | Storage Room        | South Wall                                  |  |  |
| Photo 19                      | Storage Room        | South Wall                                  |  |  |
| Photo 20                      | Storage Room        | Hay Shoot                                   |  |  |
| Photo 21                      | Storage Room        | Grain Storage                               |  |  |
| Photo 22                      | Horse Trough Room   | General View                                |  |  |
| Photo 23                      | Horse Trough Room   | Trough                                      |  |  |
| Photo 24                      | Horse Trough Room   | Trough                                      |  |  |
| Photo 25                      | Horse Trough Room   | Trough                                      |  |  |
| Photo 26                      | Horse Trough Room   | Top of the Horse trough room, looking North |  |  |
| Photo 27                      | Roof                | Beam  |  |  |
| Photo 28                      | Roof                | General View                                |  |  |
| Photo 29                      | Roof                | Cross beam Westside                         |  |  |
| Photo 30                      | Roof                | Lift  |  |  |
| Photo 31                      | Roof                | Lift  |  |  |
| Photo 32                      | Roof                | Cross bracing                               |  |  |
| Photo 33                      | Storage Room        | Support Beam                                |  |  |
| Photo 34                      | Lean-to             | Electrical                                  |  |  |
| Photo 35                      | Lean-to             | Working area                                |  |  |
| Photo 36                      | Lean-to             | Working area                                |  |  |
| Photo 37                      | Lean-to             | Tractor                                     |  |  |
| Photo 38                      | Cellar              | North Wall                                  |  |  |

| Photo Log   |          |  |  |  |
|---|----------|--|--|--|
| Structure Name: McIntosh Barn Taken by: Scott Mueller Photo Sheet No.: 1 of 2 |          | Location: Agricultural Heritage Center |  |  |
|   |          | <b>Date:</b> 9/2/16                    |  |  |
|   |          | Site No: 6987                          |  |  |
| Number  | Location | Description                            |  |  |
| Photo 39  | Cellar   | South Wall                             |  |  |
| Photo 40  | Cellar   | East Wall                              |  |  |
| Photo 41  | Cellar   | East Wall                              |  |  |
| Photo 42  | Cellar   | East Wall                              |  |  |
| Photo 43  | Cellar   | (WW1) West Wall                        |  |  |
| Photo 44  | Cellar   | West Wall                              |  |  |
| Photo 45  | Cellar   | Beams                                  |  |  |
| Photo 46  | Cellar   | Beams                                  |  |  |
| Photo 47  | Cellar   | Looking up to storage room             |  |  |
| Photo 48  | Cellar   | log posts                              |  |  |
| Photo 49  | Cellar   | log posts                              |  |  |
| Photo 50  | Cellar   | Trough                                 |  |  |
| Photo 51  | Cellar   | Concrete Floor/ milking station        |  |  |
| Photo 52  | Cellar   | Door/Entrance Way                      |  |  |
| Photo 53  | Building | Sign on McIntosh Barn                  |  |  |
|   |          |  |  |  |
|   |          |  |  |  |
|   |          |  |  |  |
|   |          |  |  |  |
|   |          |  |  |  |
|   |          |  |  |  |























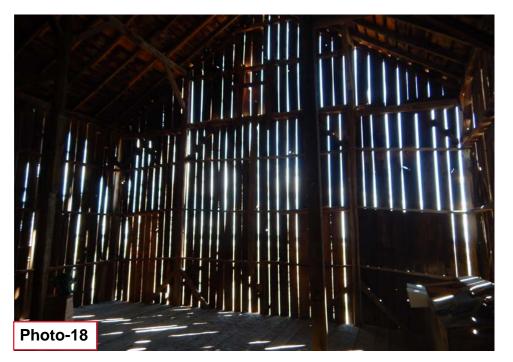






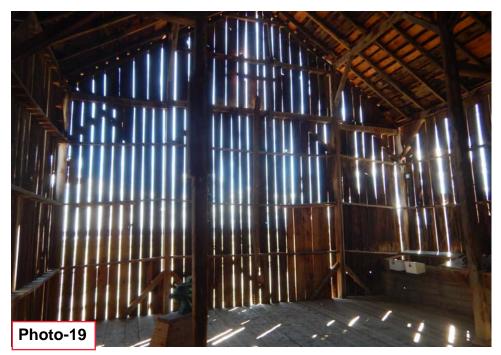








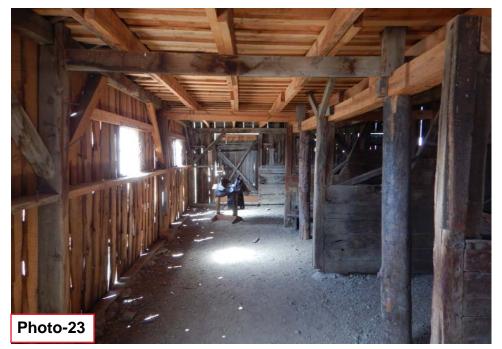










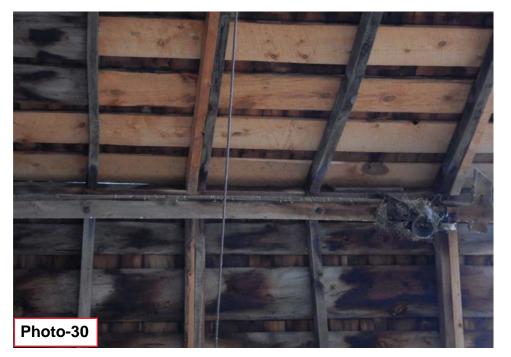








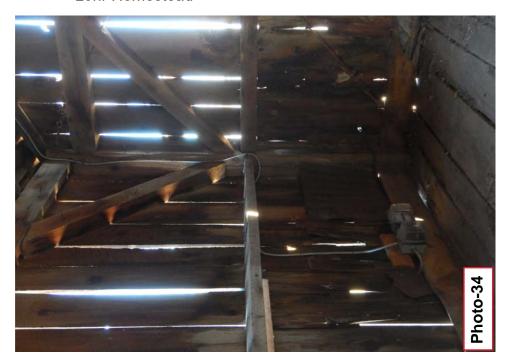








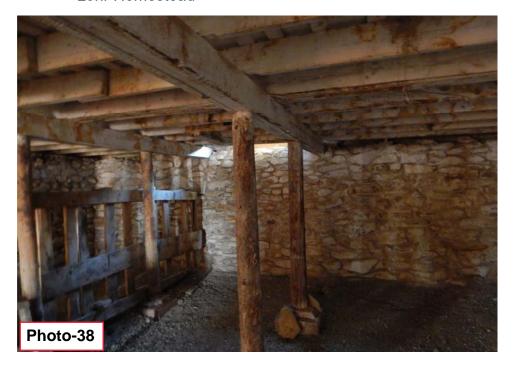






















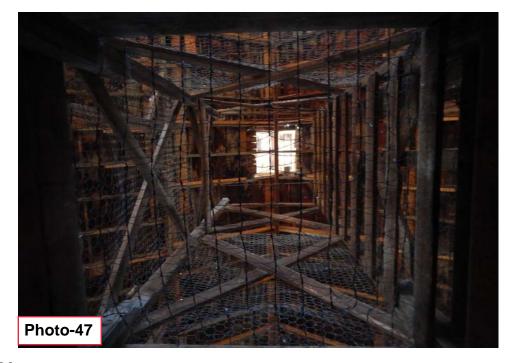












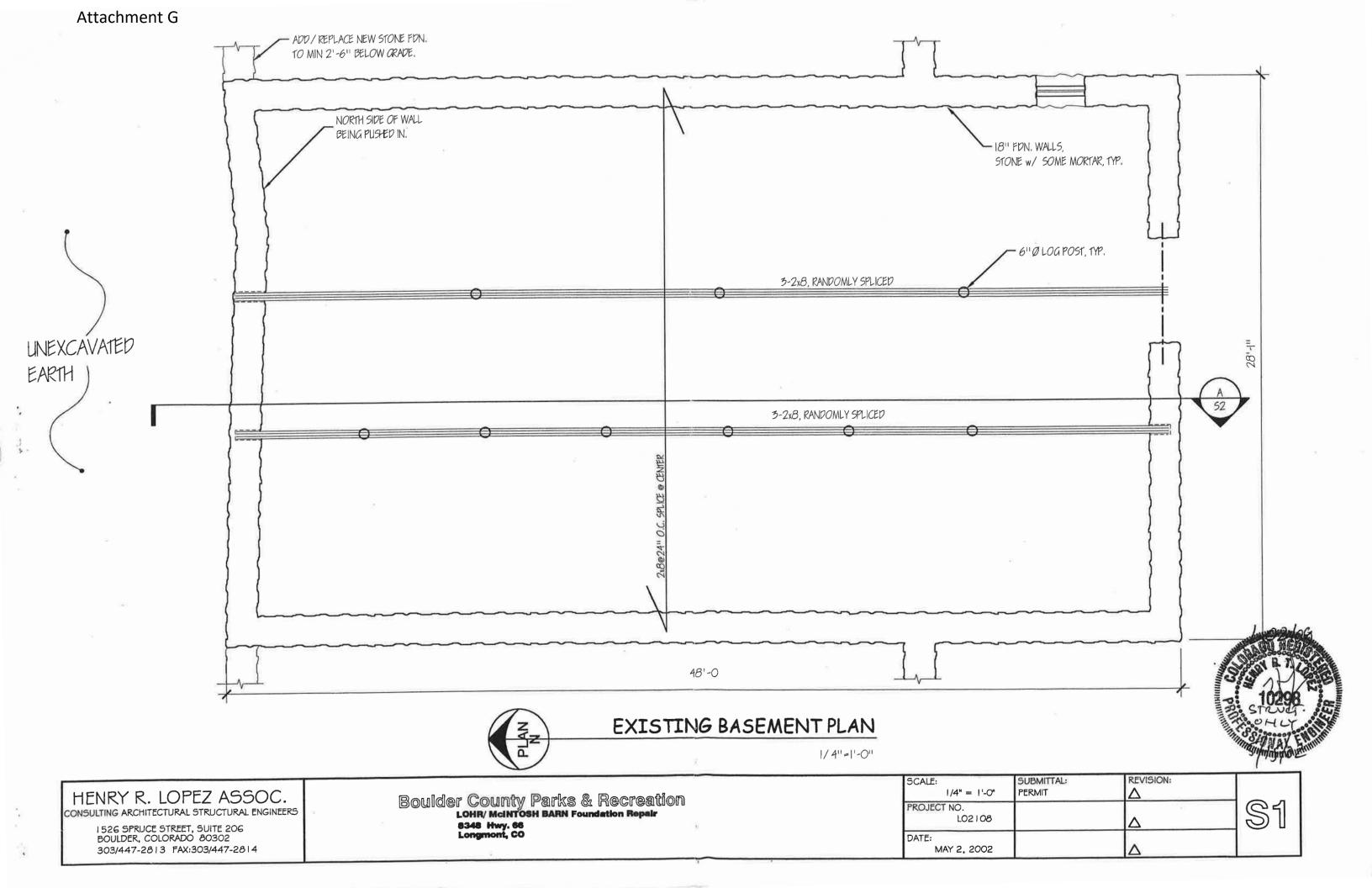


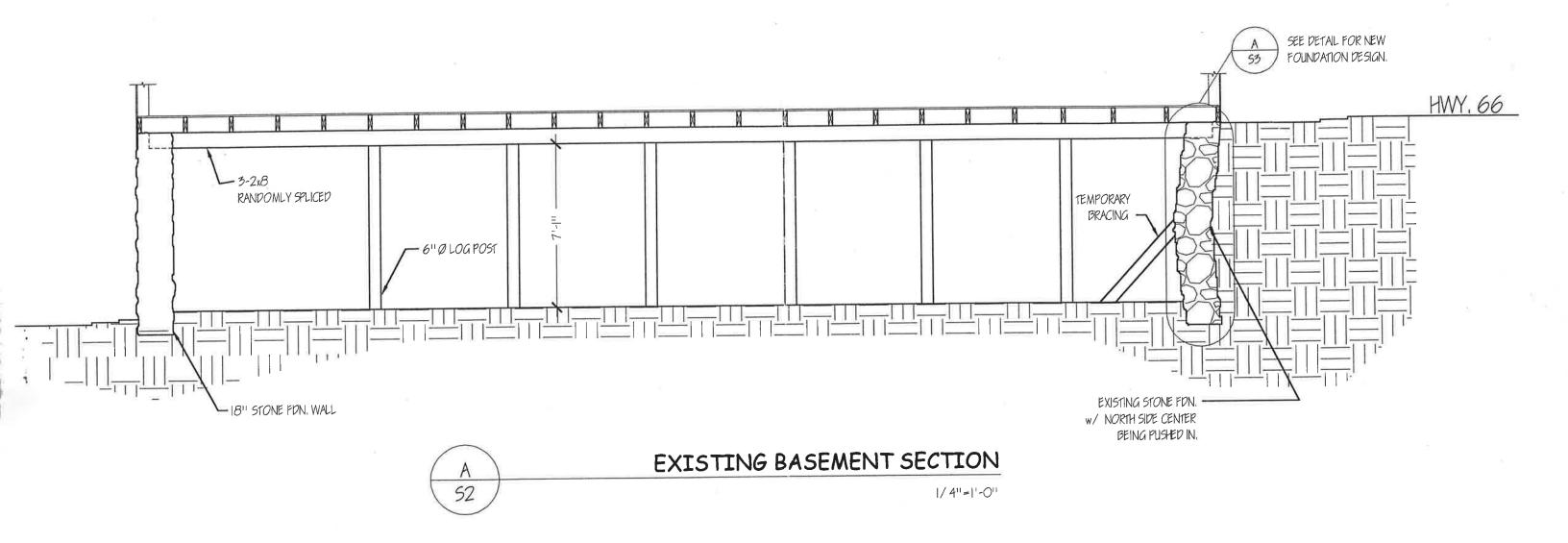












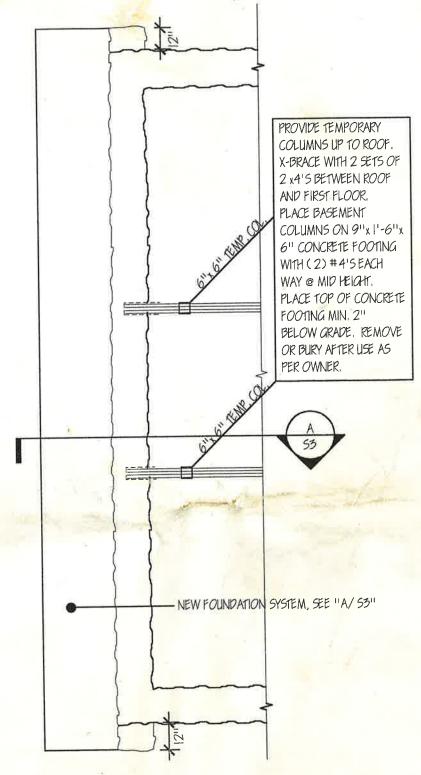
HENRY R. LOPEZ ASSOC.

CONSULTING ARCHITECTURAL STRUCTURAL ENGINEERS

I 526 SPRUCE STREET, SUITE 206 BOULDER, COLORADO 80302 303/447-2813 FAX:303/447-2814

Boulder County Parks & Recreation
LOHR/ MCINTOSH BARN Foundation Repair
8348 Hwy. 66
Longmont, CO

| SCALE:<br>1/4" = 1'-0" | SUBMITTAL:<br>PERMIT | REVISION: |   |
|------------------------|----------------------|-----------|---|
| PROJECT NO.<br>LO2108  |                      | Δ         | 7 |
| DATE:<br>MAY 2, 2002   |                      | Δ         |   |

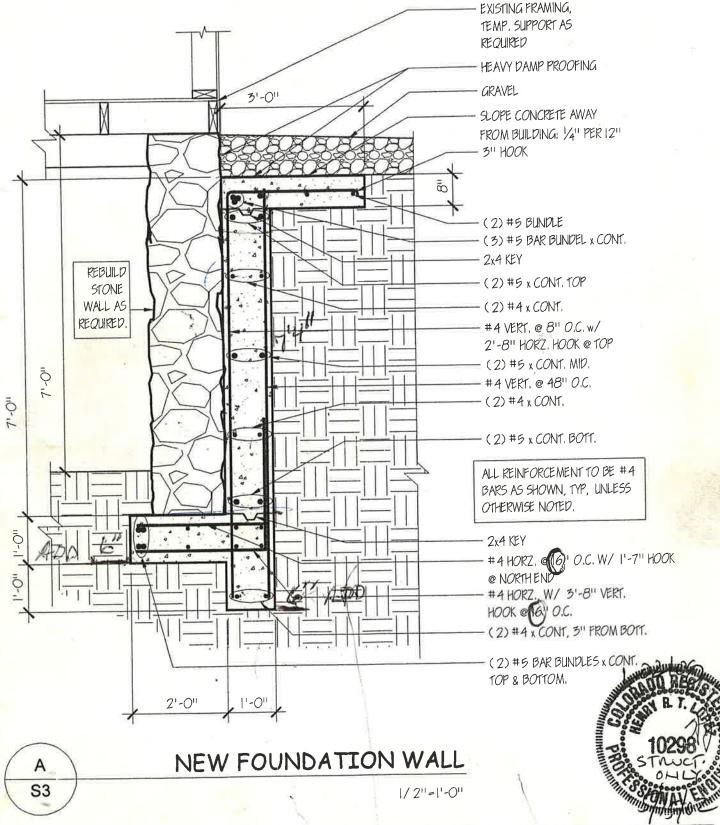




# REVISED BASEMENT WALL PLAN

1/4"=1'-0"

Boulder County Parks & Recreation LOHR/ McINTOSH BARN Foundation Repair 8348 Hwy. 66 Longmont, CO



SCALE: 1/4'' = 1'-0''

REVISION: SUBMITTAL: PERMIT Δ PROJECT NO. L02108 DATE: MAY 2, 2002

\$3

TREET, SUITE 206 'ADO 80302 X:303/447-2814

LOPEZ-ASSOC.

CTURAL STRUCTURAL ENGINEERS

# GENERAL STRUCTURAL NOTES

SNOW = 45 psf

DEAD = 5 psf

1. CONTRACTOR SHALL VERIFY ALL APPLICABLE BUILDING CODE REQUIREMENTS, MINIMUM STANDARDS OF THE INDUSTRY, AS WELL AS ALL LOCAL, STATE, AND FEDERAL REGULATIONS. 2. CONTRACTOR SHALL PROVIDE SUPPLEMENTAL SUPPORT FOR ROOF AND/OR CEILING MOUNTED

3. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS AS REQUIRED PRIOR TO CONSTRUCTION, AND SHALL NOTIFY ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY CONDITIONS DIFFERING FROM THOSE SHOWN OR NOTED IN WRITING. 4. SECTIONS AND DETAILS SHOWN OR NOTED APPLY TO SIMILAR CONDITIONS ELSEWHERE, NOT

SPECIFICALLY SHOWN OR NOTED.

- 5. IF THE ARCHITECT OR STRUCTURAL ENGINEER, AS A CLAIMANT OR A DEFENDING PARTY, IS AT ANY TIME A PARTY TO LITIGATION INVOLVING ANY CLAIM RELATED TO THE WORK DESCRIBED ON THESE DRAWINGS, AND SHOULD CLAIMANT NOT PREVAIL SUBSTANTIALLY AGAINST DEFENDING PARTY IN SUCH LITIGATION, ALL LITIGATION EXPENSES, WITNESS FEES, COURT COSTS, AND ATTORNEY FEES INCURRED BY THE DEFENDING PARTY IN DEFENDING AGAINST SUCH CLAIM, SHALL BE PAID BY THE CLAIMANT.
- 6. THESE PLANS HAVE BEEN ENGINEERED FOR CONSTRUCTION AT ONE SPECIFIC BUILDING SITE. BUILDER ASSUMES ALL RESPONSIBILITY FOR USE OF THESE PLANS AT ANY OTHER BUILDING SITE. 7. THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE WORK PRODUCT HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE ENGINEER SHALL PROMPTLY BE NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH DISCREPANCIES. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ENGINEER OR IN CONTRADICTION TO THE ENGINEER'S WORK PRODUCT OR RECOMMENDATIONS SHALL BECOME THE RESPONSIBILITY, NOT OF THE ENGINEER, BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTIONS.
- 8. ALL STRUCTURAL ELEMENTS REQUIRE ONGOING, CONTINUED MAINTENANCE. STRUCTURAL ELEMENTS VARY IN THEIR NORMAL LIFE EXPECTANCY, DETERIORATION, DEFORMATION, AND MOVEMENT.
- 9. OWNERSHIP OF DOCUMENTS AND DESIGNS: ALL ENGINEERING DOCUMENTS AND DESIGN DEVELOPED BY HENRY R. LOPEZ ASSOC'S LLC REMAINTHE PROPERTY OF THE COMPANY AND ARE TO BE USED ON THIS PROJECT ONLY UNDER THE TERMS OF THIS LETTER OF ACREEMENT. THE CLIENT SHALL NOT, WITHOUT PRIOR WRITTEN APPROVAL OF HENRY R. LOPEZ, USE THE DOCUMENTS OR DESIGNS PROVIDED UNDER THIS LETTER OF AGREEMENT ON OTHER PROJECTS OR ASSIGN, SELL, OR TRANSFER THE SAME TO OTHERS. THESE DOCUMENTS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ENGINEERING WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.O. AS AMENDED DECEMBER 1990 AND KNOWN AS ENGINEERING WORKS COPYRIGHT PROTECTION ACT 1990 OR LATER.
- 10. ALL SHOP DRAWINGS REQUIRED FOR A PROJECT SHALL FIRST BE REVIEWED BY CONTRACTOR FOR GENERAL PLACEMENT, DIMENSIONS, AND COMPLETENESS.

1. FOUNDATIONS HAVE BEEN DESIGNED WITHOUT ENGINEERS SOIL INVESTIGATION. DESIGN CRITERIA (BELOW)WAS ASSUMED FOR THE PURPOSE OF THIS DESIGN AND SHALL BE CONFIRMED BY A SOILS ENGINEER, AT THE OWNER'S EXPENSE, PRIOR TO CONSTRUCTION. THIS PROCEEDURE MAY REQUIRE REVISIONS TO FOUNDATION DESIGN IF SOILS ENGINEER DETERMINS THAT SUCH CRITERIA ARE INAPPROPRIATE FOR THIS SITE.

2. DESIGN CRITERIA:

### FOUNDATION DESIGN LOADS:

ALLOW BEARING = 2,000 psf (ASSUMED)

MIN. EXTERIOR FOOTING DEPTH = 2'-6"

- 3. BACKFILL SHALL BE COMPACTED IN LIFTS @ OPTIMUM MOISTURE CONTENT AS PER SOILS ENGINEER'S RECOMMENDATIONS. FOUNDATION WALLS SHOULD BE TEMPORARILY INTERNALLY BRACED AS REQ. DURING BACKFILL AND COMPACTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING TOP AND BOTTOM OF FOUNDATION/BASEMENT WALLS PRIOR TO BACKFILLING AND COMPACTION.
- 4. CONCRETE MUST BE PLACED CONTINUOUSLY WITHOUT HORIZONTAL COLD JOINT. IF COLD JOINT IS NECESSARY, APPROPRIATE ADDITIONAL VERTICAL REINFORCEMENT MUST BE PROVIDED.
- 5. TOP OF FOUNDATION WALLS MUST BE ANCHORED SECURELY TO FIRST FLOOR FRAMING. USE MIN. 2x6 "MUD" PLATE, OFFSET SPLICES BY 2'-0" MIN. FOR DOUBLE OR MULTIPLE "MUD" PLATES, ALL MULTIPLE MUD PLATES SHALL ALSO BE NAILED TO THE PLATE BELOW W/ A MIN. OF 16d NAILS @ 4" O.C. STAGGERED. ANCHOR PLATE(S) TO FOUNDATION WALLS WITH 5/8" DIAMETER ANCHOR BOLT AT 32" O.C. MAXIMUM. ALL SILL PLATES SHALL BE FULLY ENGAGED BY CONCRETE ANCHOR BOLTS. ANCHOR FLOOR FRAMING TO PLATE WITH SIMPSON A35 AT EACH THIRD JOIST AT BEARING WALL, AND WITH SOLID BLOCKING SPACED AT 32" O.C. AT NONBEARING WALLS.

## MASONRY / CONCRETE BLOCK / STONE :

- CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90-N-1.
- 2. CLAY OR SHALE BRICK MASONRY UNITS SHALL CONFORM TO ASTM C216-MW-FBS.
- 3. MORTAR SHALL CONFORM TO ASTM 476. 28 DAY STRENGTH = 2500 psi.
- 4. MASONRY WALLS AND PIERS SHALL BE GROUTED IN LIFTS NOT EXCEEDING 4'-0", UNLESS OTHERWISE APPROVED BY THE ARCHITECT OR ENGINEER IN WRITING.
- 5. PROTECT ALL MASONRY WORK FROM MOISTURE INTRUSION DURING CONSTRUCTION.
- 6. ATTACH MASONRY VENEER TO WOOD SHEATHING WITH MINIMUM 22 GA WALL TIES AT MAXIMUM 16" O.C. HORIZONTAL, AND AT MAXIMUM 16" O.C. VERTICAL. EMBED TIES MINIMUM 2" INTO HORIZONTAL JOINT VENEER, PROVIDE ADDITIONAL TIES AT OPENINGS AND AT CORNERS.
- 7. PROVIDE DURA-A-WALL @ 16" O.C. MAX.
- 8. PROVIDE #4 VERTICAL @ 4' MAX, AND @ EA. SIDE OF EA. OPENING. FULL HEIGHT.

| SPAN               | MIN. REQ'D. STL. ANGLE LINTEL | MIN. REQ'D.<br>BEARING |
|--------------------|-------------------------------|------------------------|
| 0'-0" TO 3' - 0"   | 3-1/2" x 2-1/2" x 1/4" L.L.H. | 4 1/2"                 |
| 3' - 1" TO 4'- 0"  | 3-1/2" x 3" x 1/4" L.L.H.     | 6"                     |
| 4' - 1" TO 5' - 0" | 3-1/2" x 3-1/2" x 1/4"        | 6 <b>"</b>             |
| 5' - 1" TO 6' - 0" | 4" x 3-1/2" x 5/16" L.L.V.    | 6°                     |
| 6' - 1" TO 8' - 0" | 5" x 3-1/2" x 3/8" lL.V.      | 8"                     |

### CONCRETE & REINFORCEMENT :

- 1. CONCRETE SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF ACI 301 (LATEST REVISION). MINIMUM 28 DAY COMPRESSIVE STRENGTH. FOUNDATION WALLS, BEAMS & CONC. EXPOSED TO FREEZE/ THAW = 4000 psi W/ WATER TO CEMENT RATIO OF MAX 0.45. ALL OTHER CONCRETE = 3500 psi W/ WATER TO CEMENT RATIO OF 0.40.
- 2. CONCRETE SPECIFICATION MATRIX:

| MIX  | INTENDED USE                                | Fc (ksl) | MAX.<br>W/C | MAX. AGG.<br>Ø (IN) | MAX.<br>SLUMP<br>(IN) | AIR ENT.       | CEMENT<br>TYPE   | OTHER<br>REQ'S. |
|------|---|----------|-------------|---------------------|-----------------------|----------------|------------------|-----------------|
| 10.0 | NOTES                                       | (a)      | (b)         | (c)                 | (d)                   | (e)            | ( <del>f</del> ) | (g)             |
| Α    | PIERS (CAISSONS)                            | 3.0      |             | 1                   | 5-7                   | NO             | 1/11             |                 |
| В    | INTERIOR SLABES ON GRADE                    | 3.0      | ****        | 1                   | 4                     | NO             | 1                |                 |
| Ċ    | EXT. FLAT WORK EXPOSED TO WHEATHER DE-ICERS | 4.0      | 0.45        | 1                   | 4                     | 6 <u>+</u> 1.5 | 1/1              |                 |
| D    | COLUMNS AND BEAMS                           | 5.0      | ••••        | 1                   | 4                     | NO             | 1                |                 |
| E    | STRUCTURAL SLABS                            | 4.0      |             | 3/4                 | 5                     | 7±2            |                  | Lt.Wt.Agg       |
| Ē    | EXPOSED AGGREGATE                           | 4.0      | 0.45        | 3/8                 | 4                     | 7 ± 1.5        | 1/11             | TEST SECT       |
| G    | OTHER                                       | 3.0      |             | 1                   | 4                     | 6 <u>+</u> 1.5 | 1/1              |                 |

- (a) 28-DAY COMPRESSIVE STRENGTH UNLESS OTHER WISE NOTED.
- (b) WATER/CEMENTITIOUS RATIO ( CEMENT & FLY ASH): PERCENT OF FLY ASH SHALL NOT EXCEED 15 %. GENERALLY W/C RATIO IS REQUIRED ONLY WHERE THERE ARE DURABLITY CONSIDERATIONS (FREEZE-THAW, SULFATES, ETC.). IF A W/C RATIO IS SPECIFIED IT SHOULD BE CONSISTENT WITH THE STRENGTH REQUIRMENT (SEE "PCA - DESIGN AND CONTROL OF CONCRETE MIXTURES\* (DCCM) TABLE 7-3 FOR A CENERAL W/C RATIO -STRENGTH RELATIONSHIP).
- (c) ACCREGATES SHALL CONFORM TO REQUIREMENTS OF "ASTM C-23".
- (d) SPECIFIER MAY ALLOW AN ADJUSTMENT IN SLUMP USING USING ADMIXTURES TO FACILITATE PLACEMENT SO LONG
- AS THE W/C OF THE APPROVED MIX DESIGN IS MAINTAINED.
- (f) CEMENT TYPE SHALL BE I/II, UNLESS OTHERWISE NOTED. TYPE II CEMENT SHALL BE USED IN CONCRETE EXPOSED TO SOIL W/ HIGHER SULFATES COMPOSITION. ALL OTHER TYPE I.

- 3. DEFORMED REINFORCEMENT: ASTM A615 GRADE 40 FOR #3 ASTM A615 OR ASTM A706, GRADE 60 FOR #4 AND LARGER (#5 CORNER BARS MAY BE GRADE 40)
- 4. REINFORCEMENT SHALL BE FABRICATED AND PLACED AS PER ACI MANUAL OF STANDARD PRACTICE (ACI-315).
- 5. SPLICES, DOWEL PROJECTION, OR EMBEDMENT SHALL BE MIN. 32 BAR DIAMETERS, BUT NOT LESS THAN 18 INCHES, UNLESS OTHERWISE NOTED.
- 6. PROVIDE CORNER BARS, MINIMUM 24" x 24" OR CONTINUOUS REINFORCEMENT AT ALL CORNERS AND INTERSECTIONS.
- 7. WELDING OF REINFORCING STEEL NOT ALLOWED.
- 8. TYPICAL FOUNDATION REINFORCEMENT:
- A. (2)-#5 x CONT. TOP, NEAR CENTER AND BOTTOM OF FOUNDATION WALL; #4 VERT. @ 24" O.C. AT INSIDE FACE OF WALL W/ 6" HOOK AT BOTTOM; AND (2)-#4 x CONT. AT FOOTINGS. REFERENCE DRAWINGS FOR ADDITIONAL REQUIRED REINFORCEMENT.
- B. PROVIDE (2)- #5 AROUND ALL OPENINGS WITH BARS EXTENDING 24 INCHES BEYOND OPENING HORIZONTALLY ON EACH SIDE, MIN.
- C. VERTICALLY REINFORCE EACH SIDE OF OPENINGS AND AT ALL WALL HEIGHT CHANGES (TOP AND BOTTOM OF WALL) WITH (2) #4 VERTICAL REINFORCEMENT FULL HEICHT.
- D. PROVIDE (2)- #4 @ 24" VERT, FULL HEIGHT MINIMUM IN ALL FOUND. WALLS.
- E. AT THE TIME CONCRETE IS PLACED, STEEL REINFORCEMENT SHALL BE FREE FROM RUST, LOOSE MILL SCALE, OIL, PAINT, AND OTHER COATINGS PREVENTING BOND BETWEEN STEEL AND CONCRETE.
- F. REFERENCE DRAWINGS AND DETAILS FOR ADDITIONAL REQUIRED REINFORCEMENT.
- 9. MINIMUM COVER FOR REINFORCING TO BE AS FOLLOWS:
- A. ON EARTH SIDE WHEN PLACED AGAINST EARTH 3-1/2"
- B. ON EARTH SIDE WHEN FORMED AND W/ EXTERIOR WALLS-2\*
- C. WELDED WIRE FABRIC (OR OTHER SLAB REINF.) CENTERLINE OF SLAB
- D. PLACE TOP REINFORCEMENT NOT MORE THAN 2" FROM TOP OF WALL OR GRADE BEAM.
- E. PLACE BOTTOM REINFORCEMENT NOT MORE THAN 4" FROM BOTTOM OF THE CONC. WALL OR
- 10. FOR LOCATION, SIZE, AND DETAILS OF ALL OPENINGS, INCLUDING WINDOWS, SLEEVES, INSERTS, CONDUITS, PIPES, SLOTS, AND RELATED ITEMS REQUIRED TO BE LOCATED PRIOR TO PLACING CONCRETE, REFER TO ARCHITECTURAL. MECHANICAL, ELECTRICAL, AND ALL OTHER DRAWINGS AND CONSTRUCTION TRADES FOR THE PROJECT PRIOR TO COMMENCING CONSTRUCTION. WOOD FRAMING:
- 1. MAXIMUM MOISTURE CONTENT FOR FRAMING LUMBER = 19 %
- 2. SPECIES & GRADES OF LUMBER (DESIGN VALUES BASED ON INFORMATION CONTAINED IN 1997 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION ):
- A. 2x4 STUDS FOR NONBEARING, INTERIOR PARTITIONS: HEM-FIR OR WHITE WOOD, STUD GRADE.
- B. 2x4 STUDS FOR BEARING WALLS AND/OR EXTERIOR WALLS: UP TO 8'-0" LENGTH DOUG-FIR STUD GRADE, 8'-0" AND LONGER - DOUG-FIR CONSTRUCTION GRADE.
- C. 2x6 STUDS: UP TO 8'-0" LENGTH DOUG-FIR STUD GRADE. 8'-0" AND LONGER DOUG-FIR NO. 2.
- D. JOISTS, BEAMS, AND RAFTERS, 2" 4" THICK, 2" AND WIDER: DOUGLAS FIR-LARCH NO. 2 (Fb = 875 psi, Fv = 95 psi, E = 1,600,000 psi) MINIMUM.
- E. BUILT-UP COLUMNS: DOUGLAS FIR-LARCH #2 (Fb = 700 psi, Fc = 850 psi, E = 1,400,000 psi). GLUE AND NAIL WITH 16d NAILS @ 8" O.C., MAX FOR EACH 2X
- F. TIMBERS (5"x 5" & LARGER): BEAMS & STRINGERS DOUGLAS FIR-LARCH NO. 1 (Fb = 1300 psi, Fv = 85 psi, E = 1,600,000 psi). POSTS & TIMBERS - DOUGLAS FIR-LARCH NO. 1 (Fb = 1200 psi, Fc = 925 psi, E - 1,600,000 psi).
- 3. "ML" REFERS TO MICROLLAM LVL BEAMS AS MANUFACTURED BY THE TRUS JOIST MACMILLAN COMPANY (Fb = 2600 psi, Fv = 285 psi, E = 1,800,000 psi).
- 4. "GL" REFERS TO GLUED LAMINATED SOFTWOOD TIMBER. CLU-LAM BEAMS SHALL BE 24F-V4 COMBINATION FOR SINGLE SPANS (Fb = 2400 psi, Fv = 190 psi, E = 1,800,000 psi), AND 24F-V8 COMBINATION FOR MULTIPLE SPANS (Fb = 2400 psi, Fv = 190 psi, E = 1,800,000 psi). 24F-V4 GLU-LAM BEAMS SHALL BE MARKED AND PLACED WITH THE CORRECT SIDE UP.
- A. ALL PLYWOOD AND/OR O.S.B. ROOF, FLOOR, AND WALL SHEATHING SHALL BE ENGINEERED GRADES WITH APA GRADE STAMP INDICATING APPROPRIATE MAXIMUM SPACING OF SUPPORTS. B. SUPPLY 2" NOMINAL, OR WIDER, FRAMING BEHIND ALL PANEL EDGES.
- C. ALL EXTERIOR STUD WALLS SHALL BE SHEATHED WITH 1/2" PLYWOOD (OR O.S.B. SHEATHING CONFORMING TO U.B.C. STANDARD 23-25). ATTACH TO FRAMING USING MINIMUM 8d NAILS SPACED AT 3" O.C. MAXIMUM AT PLYWOOD PANEL EDGES, & AT 6" O.C. IN THE "FIELD". ADDITIONAL REQUIREMENTS NOTED ON DRAWINGS. WHERE PLYWOOD IS APPLIED TO BOTH FACES OF A WALL. PANEL JOINTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS OR FRAMING SHALL BE 3" NOMINAL OR THICKER & NAILS ON EACH SIDE SHALL BE STAGGERED.
- D. ALL PLYWOOD FLOOR & ROOF SHEATHING SHALL BE APA RATED EXTERIOR SHEATHING, EXPOSURE I. PANEL IDENTIFICATION INDEX AND/OR THICKNESS SHALL BE AS NOTED ON THE DRAWINGS & LEFT VISIBLE WHERE POSSIBLE. GLUE PLYWOOD FLOOR SHEATHING TO FLOOR JOISTS WITH ADHESIVE CONFORMING TO U.B.C. STANDARD NO. 25-19.

LOPEZ ASSOC.

TECTURAL STRUCTURAL ENGINEERS

STREET, SUITE 206 2RADO 80302 FAX:303/447-2814 Boulder County Parks & Recreation

LOHR/ McINTOSH BARN Foundation Repair 8348 Hwy. 66 Longmont, CO

| CALE:<br>1/4" = 1'-0"  | SUBMITTAL:<br>PERMIT | REVISION: |    |
|------------------------|----------------------|-----------|----|
| ROJECT NO.<br>LO2   O8 |                      | Δ 2       | GN |
| ATE:<br>MAY 2, 2002    |                      |           |    |

# Contract

| New Contract   OFS Number-Version   TBD   | DETAILS SUMMARY                |   |  |  |  |
|---|--------------------------------|---|--|--|--|
| OFS Number-Version TBD  County Contact Information  Boulder County Legal Entity Department Parks & Open Space Division/Program Recreation & Facilities/Building & Historic Preservation  Mailing Address Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503  Contract Contact — Name, email Invoice Contact — Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information  Contractor Mailing Address TBD  Contact 1- Name, title, email TBD  Contact 2- Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contractor in accordance with paragraph 3. | Document Type                  |   |  |  |  |
| Boulder County Legal Entity Department Department Division/Program Mailing Address Boulder County Parks & Open Space Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503  Contract Contact — Name, email Invoice Contact — Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name Contractor Mailing Address TBD Contact 1 - Name, title, email Contact 2 - Name, title, email TBD Contract Term  Start Date  Start Date  The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contractor in accordance with paragraph 3.  | <u> </u>                       | TBD   |  |  |  |
| Boulder County Legal Entity Department Department Division/Program Mailing Address Boulder County Parks & Open Space Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503  Contract Contact — Name, email Invoice Contact — Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name Contractor Mailing Address TBD Contact 1 - Name, title, email Contact 2 - Name, title, email TBD Contract Term  Start Date  Start Date  The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contractor in accordance with paragraph 3.  |                                |   |  |  |  |
| Department Division/Program Recreation & Facilities/Building & Historic Preservation Mailing Address Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503  Contract Contact — Name, email Invoice Contact — Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name TBD Contract 1 - Name, title, email Contact 2 - Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contractor in accordance with paragraph 3.  |                                | Boulder County                                    |  |  |  |
| Division/Program Recreation & Facilities/Building & Historic Preservation  Mailing Address Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503  Contract Contact — Name, email Invoice Contact — Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name TBD Contact 1- Name, title, email Contact 2- Name, title, email TBD TBD Contact 2- Name, title, email TBD   | Department                     |   |  |  |  |
| Mailing Address Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503  Contract Contact – Name, email Invoice Contact – Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name TBD Contractor Mailing Address TBD Contact 1- Name, title, email Contact 2- Name, title, email TBD  Contract Term  Start Date  Start Date  The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  | Division/Program               | · ·   |  |  |  |
| Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503  Contract Contact – Name, email Invoice Contact – Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information  Contractor Mailing Address TBD Contact 1- Name, title, email Contact 2- Name, title, email TBD  Contract Term  Start Date  Start Date  The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  |                                |   |  |  |  |
| Contract Contact – Name, email Invoice Contact – Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name TBD Contact 1- Name, title, email Contact 2- Name, title, email TBD  Contract Term  Start Date  Start Date  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   |                                | Parks and Open Space Department                   |  |  |  |
| Contract Contact – Name, email Invoice Contact – Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name TBD Contractor Mailing Address TBD Contact 1- Name, title, email TBD Contact 2- Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  |                                | Attn: ADMIN-Contracts                             |  |  |  |
| Contract Contact – Name, email Invoice Contact – Name, email Boulder County Parks and Open Space Department pospayables@bouldercounty.org  Contractor Contact Information Contractor Name TBD Contract 1- Name, title, email Contact 1- Name, title, email TBD Contact 2- Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  |                                | 5201 St. Vrain Road                               |  |  |  |
| Invoice Contact – Name, email  Contractor Contact Information  Contractor Name  TBD  Contractor Mailing Address  TBD  Contact 1- Name, title, email  Contact 2- Name, title, email  TBD  Contract Term  Start Date  Start Date  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   |                                | Longmont, CO 80503                                |  |  |  |
| Contractor Contact Information  Contractor Name TBD  Contractor Mailing Address TBD  Contact 1- Name, title, email TBD  Contact 2- Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   | Contract Contact - Name, email |   |  |  |  |
| Contractor Name   TBD   Contractor Mailing Address   TBD   Contact 1- Name, title, email   TBD   Contact 2- Name, title, email   TBD   Contract Term   TBD    Start Date   The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   | Invoice Contact – Name, email  | Boulder County Parks and Open Space Department    |  |  |  |
| Contractor Name TBD Contractor Mailing Address TBD Contact 1- Name, title, email TBD Contact 2- Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  |                                | pospayables@bouldercounty.org                     |  |  |  |
| Contact 1- Name, title, email TBD Contact 2- Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   | Contractor Contact Information |   |  |  |  |
| Contact 1- Name, title, email TBD Contact 2- Name, title, email TBD  Contract Term  Start Date The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   |                                |   |  |  |  |
| Contract Zerm  Start Date  Start Date  The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   |                                |   |  |  |  |
| Start Date  Start Date  The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  | Contact 1- Name, title, email  |   |  |  |  |
| Start Date  The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  |                                | TBD   |  |  |  |
| set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.  | Contract Term                  |   |  |  |  |
| NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.   | Start Date                     |   |  |  |  |
| Proceed is provided by County to Contractor in accordance with paragraph 3.   |                                | set forth on the Signature Page of this Contract. |  |  |  |
| Proceed is provided by County to Contractor in accordance with paragraph 3.   |                                |   |  |  |  |
| accordance with paragraph 3.  |                                |   |  |  |  |
|   |                                |   |  |  |  |
| Expiration Date   12/31/2022  |                                |   |  |  |  |
|   | Expiration Date                | 12/31/2022  |  |  |  |
| NOTE We have a first that the state of  |                                | NOTE W. 1   |  |  |  |
| NOTE: Work must be performed during the time period set   |                                |   |  |  |  |
| forth in paragraph 3.   | F. 15 15 t                     |   |  |  |  |
| Final End Date   12/31/2022   |                                | 12/31/2022  |  |  |  |
| Contract Amount TDD   | TDD                            |   |  |  |  |
| Contract Amount TBD   |                                |   |  |  |  |
| Fixed Price or Not-to-Exceed? Fixed Price   |                                |   |  |  |  |
| BID # XXXX-22: Repairs needed on the Mointosh Barn, located at the Agricultural Heritage  |                                |   |  |  |  |

BID # XXXX-22; Repairs needed on the McIntosh Barn, located at the Agricultural Heritage Center (AHC) property at 8348 Ute Highway, Longmont, CO 80503

# **Contract Documents**

- a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents")
- b. Contractor's proposal in response to the Bid Documents (the "Proposal")
- c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work")
- d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")

# Purchasing Details – County Internal Use Only Grant Funded? No

| D'IN I                                    | TO SECOND |  |  |  |
|---|--|--|--|--|
| Bid Number                                | TBD  |  |  |  |
| Award Date                                | TBD  |  |  |  |
| If no Bid No., bid process used           | Bid number provided above  |  |  |  |
| COVID-19                                  | NO   |  |  |  |
| Project #                                 | N/A  |  |  |  |
| Purchasing Notes                          |  |  |  |  |
| (optional)                                | N/A  |  |  |  |
| Contract Notes                            |  |  |  |  |
| Additional information not included above |  |  |  |  |
|   |  |  |  |  |
|   |  |  |  |  |
|   |  |  |  |  |



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 Parks and Open Space 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. <u>Incorporation into Contract</u>: 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. <u>Work to be Performed</u>: 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. <u>Term of Contract</u>: 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. <u>Payment for Work Performed:</u> 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. <u>Invoicing</u>: 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. <u>Schedule of Work:</u> 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. <u>Nondiscrimination</u>: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, <u>et seq.</u>, 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. <u>Information and Reports</u>: 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. <u>Independent Contractor</u>: 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. <u>Termination</u>

- a. <u>Breach</u>: 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. <u>Non-Appropriation</u>: 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. <u>Convenience</u>: 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. <u>Contractor Obligations upon Termination or Expiration</u>: 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. <u>Suspend Performance</u>: 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. <u>Withhold Payment Pending Corrections</u>: 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. <u>Deny Payment</u>: 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. <u>Removal</u>: 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. <u>Binding Arbitration Prohibited</u>: County does not agree to binding arbitration by any extrajudicial body or person.
- 18. <u>Conflicts of Interest</u>: 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. <u>Notices</u>: 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. <u>Statutory Requirements</u>: 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. <u>Legal Interpretation</u>. 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.
- 22. <u>Entire Agreement/Binding Effect/Amendments</u>: 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. <u>Assignment/Subcontractors</u>: 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. <u>Governing Law/Venue</u>: 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 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
- 25. <u>Breach</u>: 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. <u>Severability</u>: 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. <u>Third-Party Beneficiary</u>: 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. <u>Colorado Open Records Act</u>: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, <u>et seq</u>.
- 29. <u>Conflict of Provisions</u>: 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. <u>Governmental Immunity</u>: 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. <u>Legal Compliance</u>: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is soley 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. <u>Litigation Reporting</u>: 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. <u>Tax Exemption</u>: 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. <u>Delegation of Authority</u>: 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. <u>Publicity Releases</u>: 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. <u>Limitation on Public Statements and Lobbying Activity</u>. 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. <u>Sustainability</u>: 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. <u>Limitation of Liability</u>: 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. <u>County Opportunity to Review</u>: 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. <u>Notice to Proceed</u>: 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 up to \$150,000, the retention rate shall not exceed ten percent (10%). 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. <u>Bonds</u>: 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. <u>Change Orders</u>: 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. <u>No Suspension or Debarment</u>: 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. <u>Stormwater Quality Protection Requirements</u>: 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. <u>Guaranties and Warranties</u>: 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. <u>Final Payment</u>: 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. <u>Notice of Final Settlement</u>: 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. <u>Geographic Information System (GIS) Data</u>: 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. <u>State Specifications</u>: 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. <u>Determination of Unit Prices</u>: 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. <u>Insurance:</u> 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. <u>Boulder County as Additional Insured</u>: 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. <u>Notice of Cancellation</u>: 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. <u>Insurance Obligations of County</u>: 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. <u>Deductible</u>: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.
- e. <u>Primacy of Coverage</u>: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.
- f. <u>Subrogation Waiver</u>: 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. <u>Requirements</u>. 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. <u>Umbrella / Excess Insurance</u>

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

## vi. **Pollution Liability**

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

[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:                                  |
| ↓↓For Board-signed documents only↓↓        |  |
|  |  |
| Attest: Initials                           |  |
|  |  |
| Attestor Name:                             |  |
|  |  |
| Attactor Title                             |  |