



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

INVITATION TO BID
COVER PAGE

BID Number:	7397-22
BID Title:	Agricultural Heritage Center – McIntosh Barn Foundation Repairs
Mandatory Pre-Bid Meeting:	December 13, 2022 – 10:00 a.m. Location: Agricultural Heritage Center 8348 Ute Highway, Longmont, CO 80503 Meet in the main parking lot
BID Questions Due:	December 15, 2022 – 2:00 p.m.
Submittal Due Date:	January 4, 2023 – 2:00 p.m.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	BID Instructions Bond Requirements Terms and Conditions Geographic Information System Requirements Specifications Insurance and W-9 Requirements Bid Tab Section Submittal Checklist Signature Page Attachment A: Project Location Map

Attachment B: 2022 Construction Documents
Attachment C: Construction Signage & 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



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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 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 within one hundred (100) calendar days from the date of the Notice to Proceed. 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 SECURITY:

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, made payable to Boulder County, 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, or hand deliver to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.

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

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

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

Boulder County may require, at its discretion, bid security for public works and 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:

PAYMENT & PERFORMANCE BONDS:

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. If applicable, 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:

A Mandatory Pre-Bid meeting is scheduled, starting promptly at 10:00 a.m. on December 13, 2022. Interested Parties are asked to meet in the main parking lot of the Agricultural Heritage Center at 8348 Ute Highway, Longmont, CO 80503. Bids from firms not represented at the mandatory, pre-bid meeting, and site visit will not be accepted.

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:

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|------------------|---|
| 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 Layout |
| 5. Attachment E: | Electrical Lines and Locations |
| 6. Attachment F: | McIntosh Barn Assessment 2016 (FOR REFERENCE ONLY) |
| 7. 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 purchasing@bouldercounty.org on or before **2:00 p.m. on December 15, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **December 21, 2022**.

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

SUBMITTAL INSTRUCTIONS:

BIDs are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on January 4, 2023**. 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.**

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

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

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or 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 purchasing@bouldercounty.org; identified as **BID# 7397-22** 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 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.



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TERMS AND CONDITIONS

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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 after 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: <http://www.colorado.gov/dpa/>.
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.



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**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.



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SPECIFICATIONS

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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 (PM) 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:

1. 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" plates, offset splices by 24" for double or multiple mud plates, 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 4000psi (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.
9. 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 conform to ASTM 476 - 28-day strength 2500psi.

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. Substrate shall be washed to get rid of loose grains before tuckpointing and sealing.
4. Contractor may not deconstruct any items or structures onsite other than those listed in the construction sequence before receiving approval from the PM.

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 oversight. (Attachment D)

Construction Sequence (Contractor may only change the construction sequence with engineer's approval):

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-Gauge 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 twenty-four (24) hours prior to the weekly meeting. 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 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, PM, 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. PM 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 provide the necessary building permits 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 PM 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 to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required 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 ensuring 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.

SUBCONTRACTORS:

Contractor is required to disclose to County the complete business name(s) of all potential subcontractors that will be assigned to this Project, should the Contractor be selected. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall be solely responsible for timely payment of its subcontractors.

PROJECT COMPLETION SCHEDULE:

All construction activities, including demobilization and project site cleanup **must be completed within one hundred (100) calendar days from the date of Notice to Proceed.**

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 Friday, 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.



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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

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

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

In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:
If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your 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.



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

BID TAB SECTION

<u>Item Number</u>	<u>Item Description</u>	<u>Rate</u>
Project Mobilization & Site Preparation		
1	Safety Measures (construction fence, trail barricades, safety signage)	\$ _____
2	Pollution control measures (pollution insurance costs, concrete wash out, misc. construction debris, etc)	\$ _____
3	Equipment/tool Rentals	\$ _____
4	Materials acquisition, storage, handling	\$ _____
	Subtotal	\$ _____
Construction Activities		
5	Structural bracing and existing stone wall preparation.	\$ _____
6	Excavation	\$ _____
7	Concrete & Reinforcing (including testing & inspection costs)	\$ _____
8	Backfill	\$ _____
9	Masonry – Stone wall rebuild	\$ _____
10	Materials Recycling & Waste Disposal	\$ _____
	Subtotal	\$ _____
	<u>BID TOTAL</u>	\$ _____

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder

Date



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
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?



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

SIGNATURE PAGE

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

By signing below I certify that:

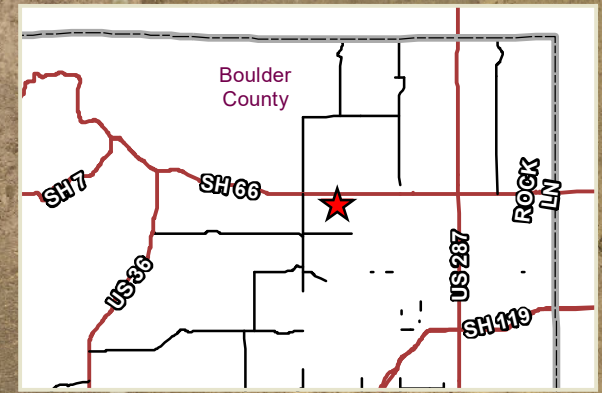
- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees'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

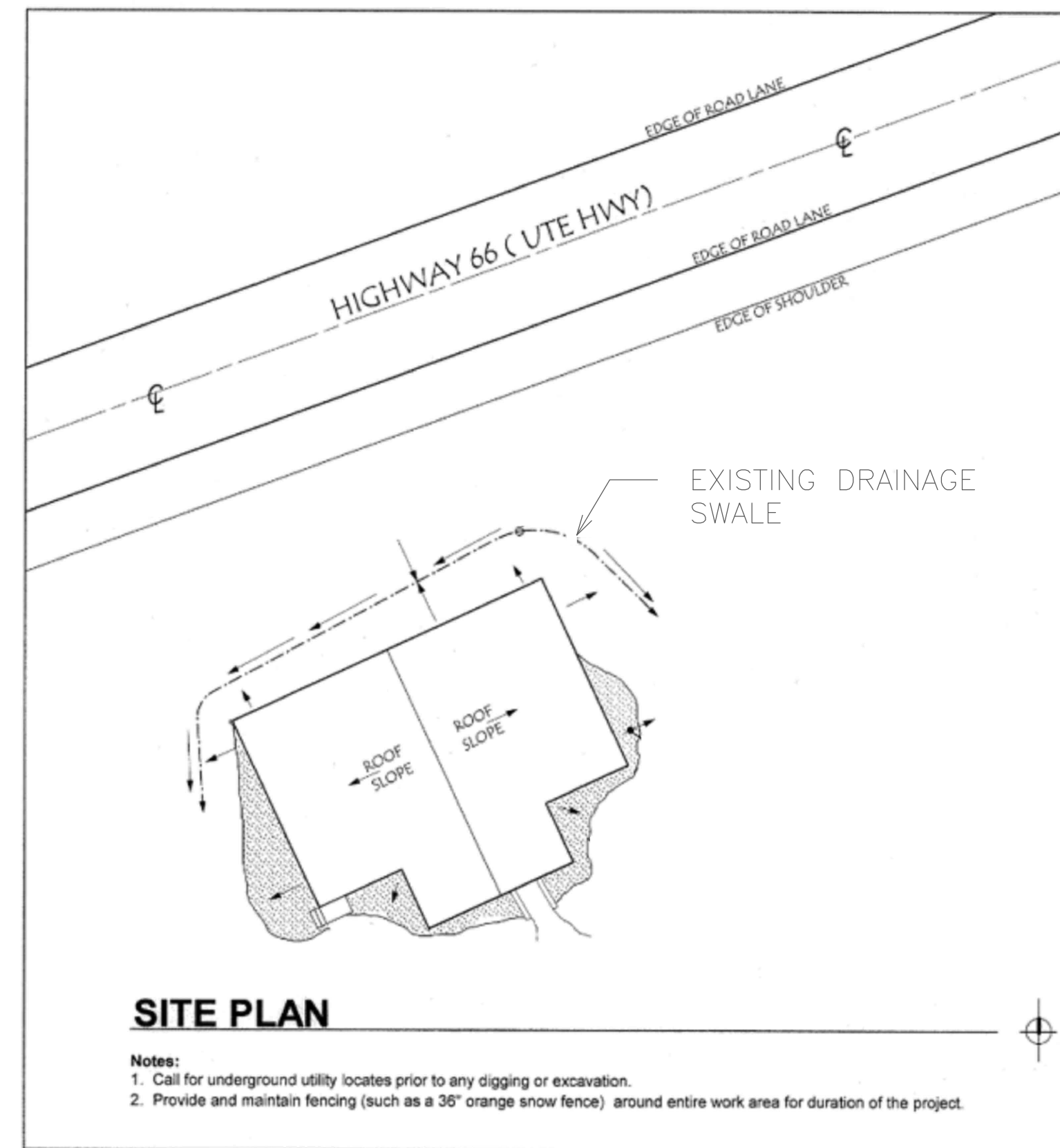
**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

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

McIntosh Barn at the Agricultural Heritage Center

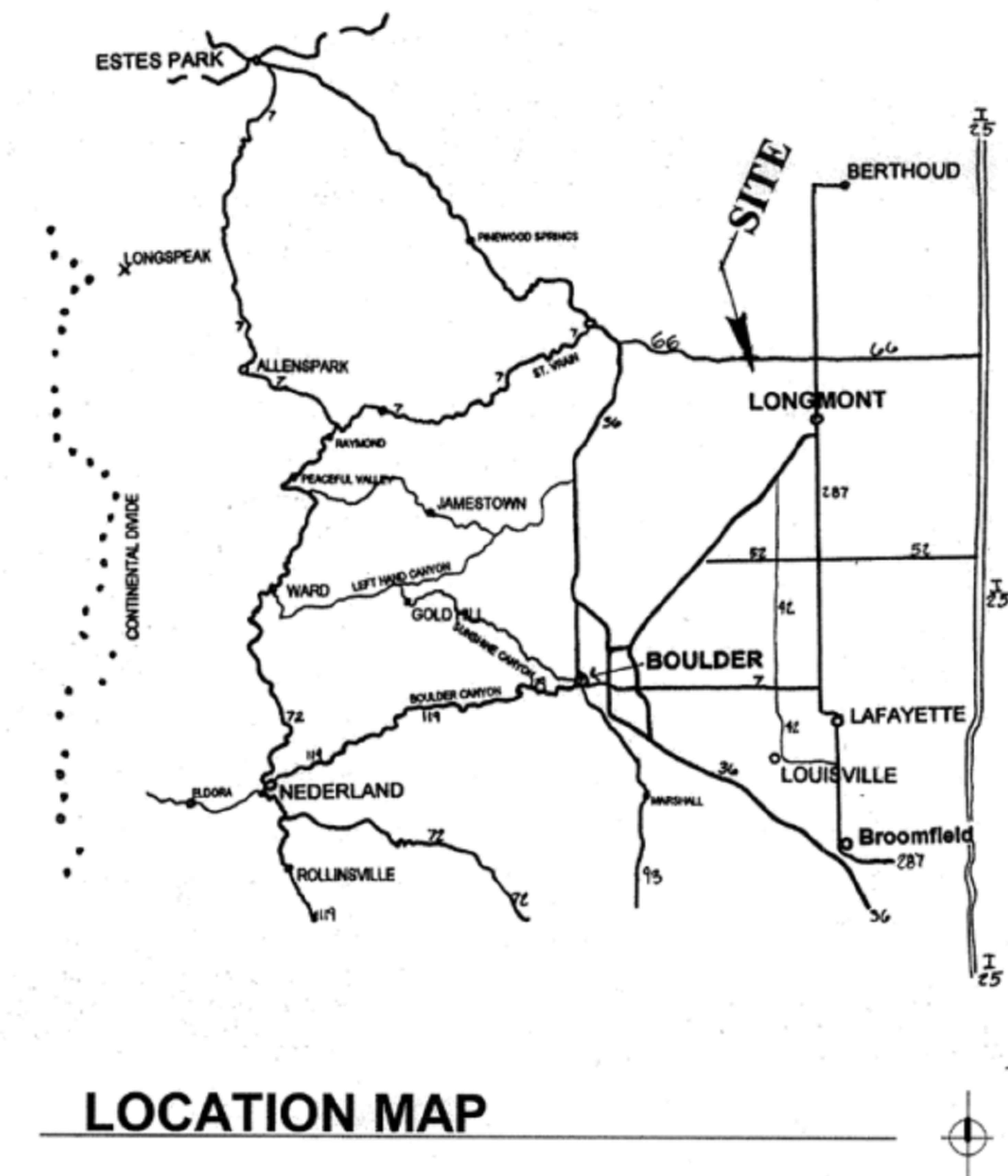




McINTOSH BARN

BASEMENT WALL REPAIR

8348 UTE HIGHWAY, LONGMONT, CO



DRAWING INDEX

S0.0 SITE PLAN, PROJECT LOCATION

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

PREVIOUS PLANS (FOR INFORMATION – NOT FOR CONSTRUCTION)



DATE	NO.	DESCRIPTION
04/28/2022	1	ISSUED FOR PERMIT

Boulder County Parks & Recreation

5201 ST VRAIN RD
 LONGMONT, CO 80503
 Phone: 303-678-6200 Email: posinfo@bouldercounty.org



FOUNDATION PLAN

MCINTOSH BARN @ THE AGHC

8348 UTE HIGHWAY
 LONGMONT, COLORADO



William H. Epp



DRAWN BY: RP

COUNTY PROJECT NO.

DRAWING NUMBER

S0.0

STRUCTURAL GENERAL NOTES:

THE STRUCTURAL DESIGN OF THIS BUILDING FOUNDATION RETROFIT WAS BASED ON THE DESIGN CRITERIA:

- BUILDING CODE: 2015 IEBC
- ROOF LIVE LOAD: 20 PSF
ROOF DEAD LOAD: 5 PSF
- ROOF SNOW LOAD: 40 PSF
- 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.

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"
- 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.
- CONCRETE MUST BE PLACED CONTINUOUSLY WITHOUT HORIZONTAL COLD JOINT. IF COLD JOINT IS NECESSARY, APPROPRIATE ADDITIONAL VERTICAL REINFORCEMENT MUST BE PROVIDED.
- 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 1/2" 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:

- 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.
- ALL NORMAL WEIGHT CONCRETE (145 PCF) SHALL OBTAIN A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
- ALL CONCRETE SUBJECT TO EXTERIOR EXPOSURE SHALL BE AIR ENTRAINED AS RECOMMENDED BY ACI 318 OR ACI 301.
- TEST CYLINDERS SHALL BE MADE AND TESTED AS OUTLINED IN CHAPTER 26 OF ACI 318.
- 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.
- 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.
- PROVIDE (2) - #5 AROUND ALL OPENINGS WITH BARS EXTENDING 24 INCHES BEYOND OPENING HORIZONTALLY ON EACH SIDE, MIN.
- MINIMUM COVER FOR REINFORCING TO BE AS FOLLOWS:
ON EARTH SIDE WHEN 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
- 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.
- 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.
- PROVIDE #4 VERTICAL @ 4' MAX. AND @ EACH SIDE OF THE OPENING, FULL HEIGHT.
- THE MASONRY CONTRACTOR SHALL PROVIDE BRACING TO WITHSTAND HORIZONTAL PRESSURES AS REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCE.

SPECIAL NOTES:

- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN STABILITY OF THE STRUCTURAL COMPONENTS AS WELL AS THE OVERALL STRUCTURE DURING CONSTRUCTION.
- 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.
- SUBSTRATE SHALL BE WASHED TO GET RID OF LOOSE GRAINS BEFORE TUCKPOINTING & SEALING.
- THE CONTRACTOR SHALL PROTECT THE EX. IRRIGATION COMPONENTS.

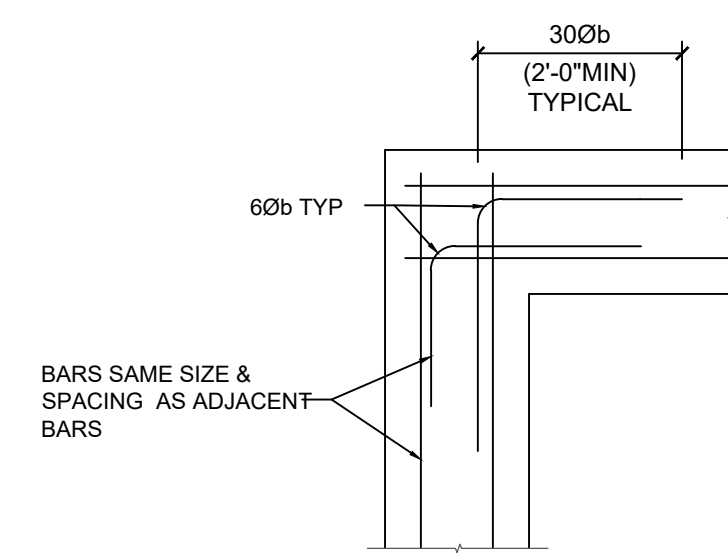
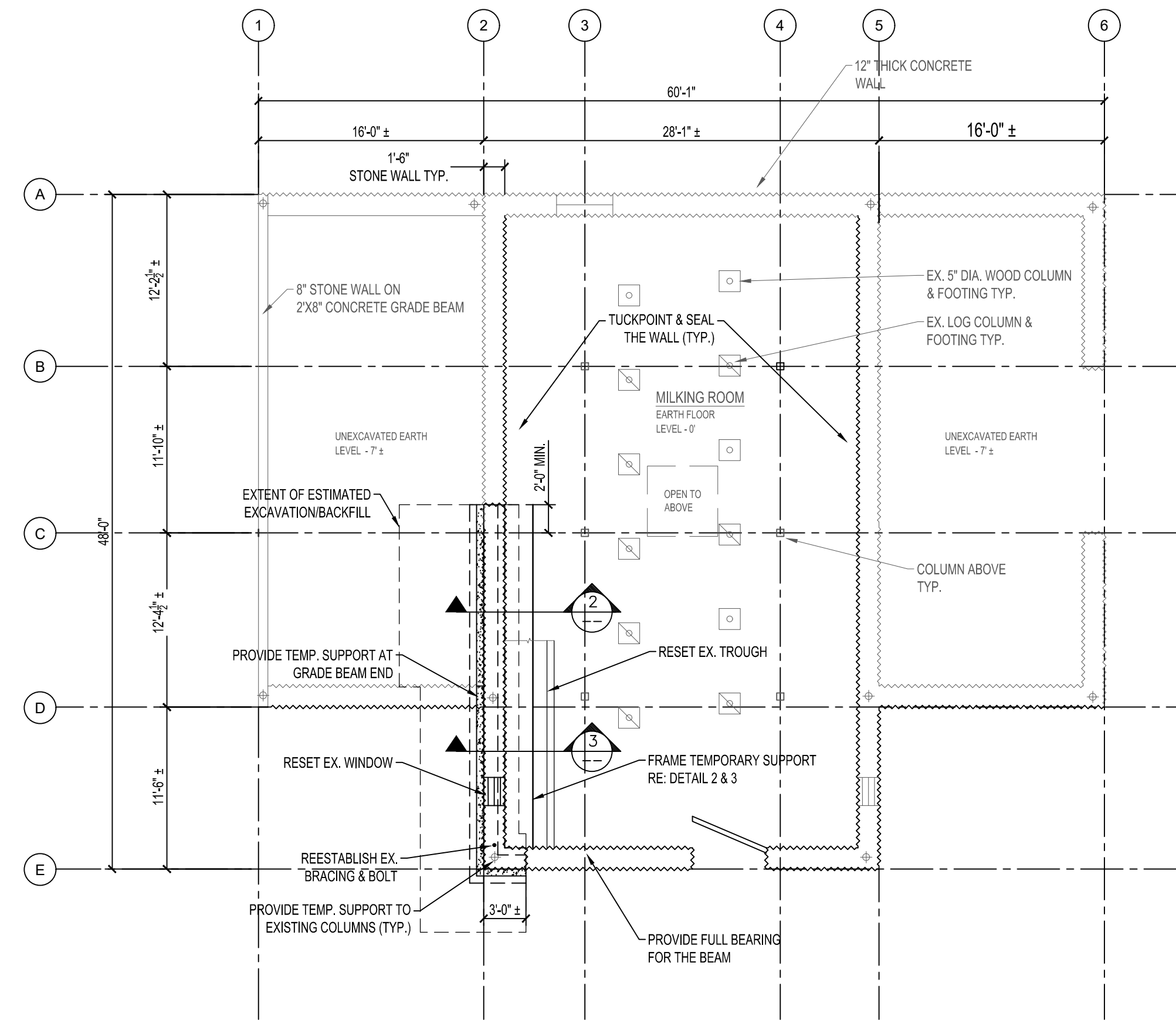
CONSTRUCTION SEQUENCE:

- INSTALL TEMPORARY SUPPORT AND MAKE SURE ALL COMPONENTS AND BUILDING OVERALL ARE STABLE.
- TAKEDOWN ROCK WALL AS INDICATED, EXCAVATE AS REQUIRED.
- POUR THE CONCRETE FOUNDATION AND WALL. REMOVE ANY FORMS ONLY AFTER 24-48 HRS. BACKFILL ONLY AFTER CONCRETE GAINS 75% STRENGTH (5-7 DAYS).
- 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.
- PUT UP THE ROCK WALL AS INDICATED, TUCKPOINT THE FRONT FACE AND APPLY SEAL WHEN GROUT DRIES.

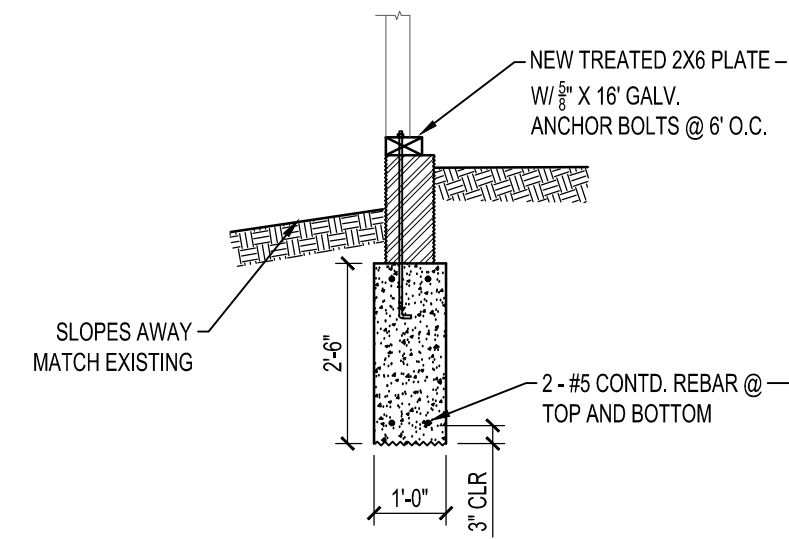
THE CONTRACTOR SHALL CHANGE THE CONSTRUCTION SEQUENCE WITH ENGINEER'S APPROVAL.

ABBREVIATIONS:

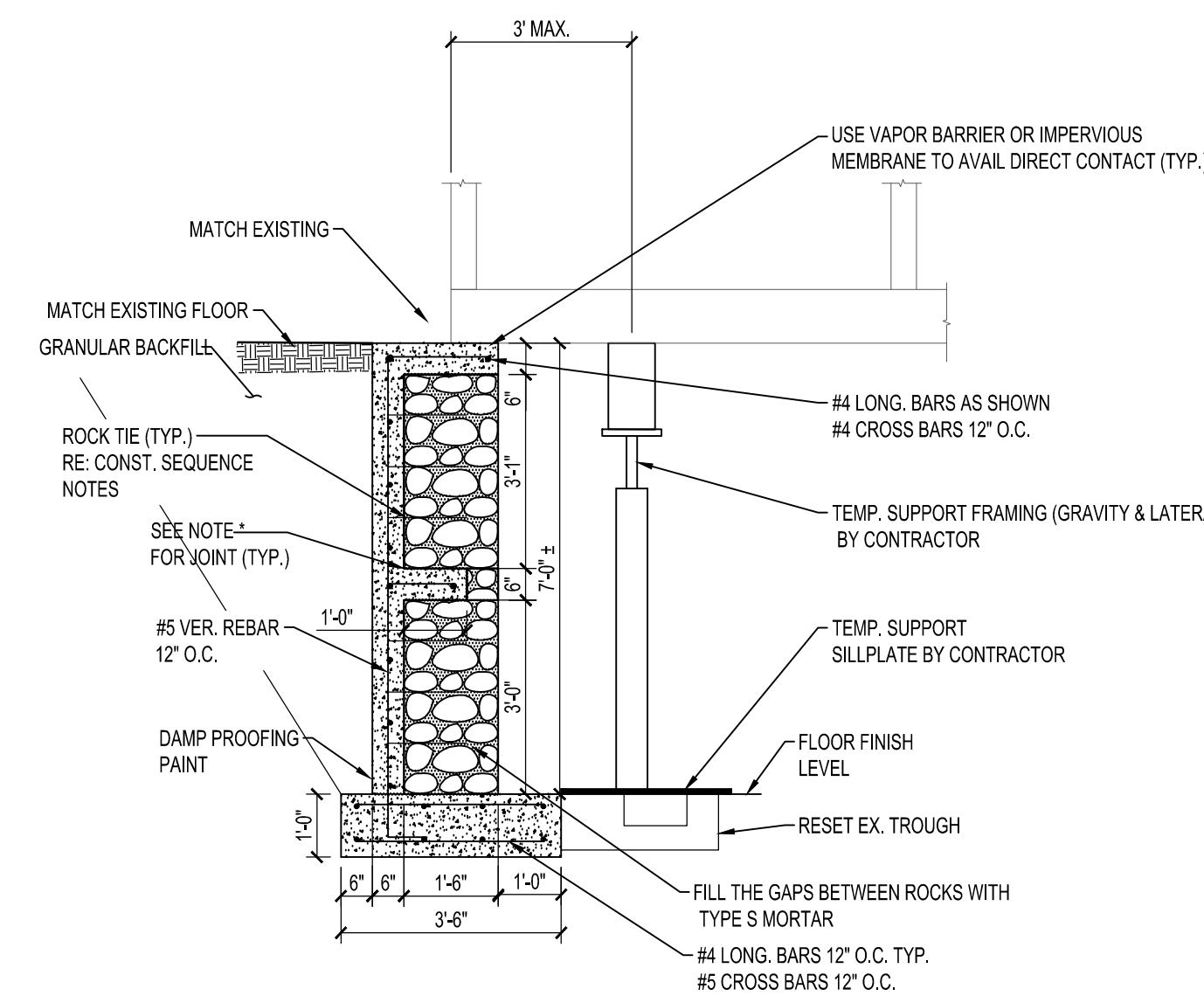
TYP. - TYPICAL
EX. - EXISTING
O.C. - ON CENTER
LONG. - LONGITUDINAL
VER. - VERTICAL
MIN. - MINIMUM
FDNL. - FOUNDATION
CONST. - CONSTRUCTION



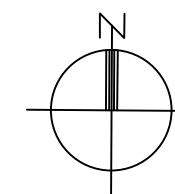
5 | TYP. CORNER BAR DETAIL
3/4"=1'-0"



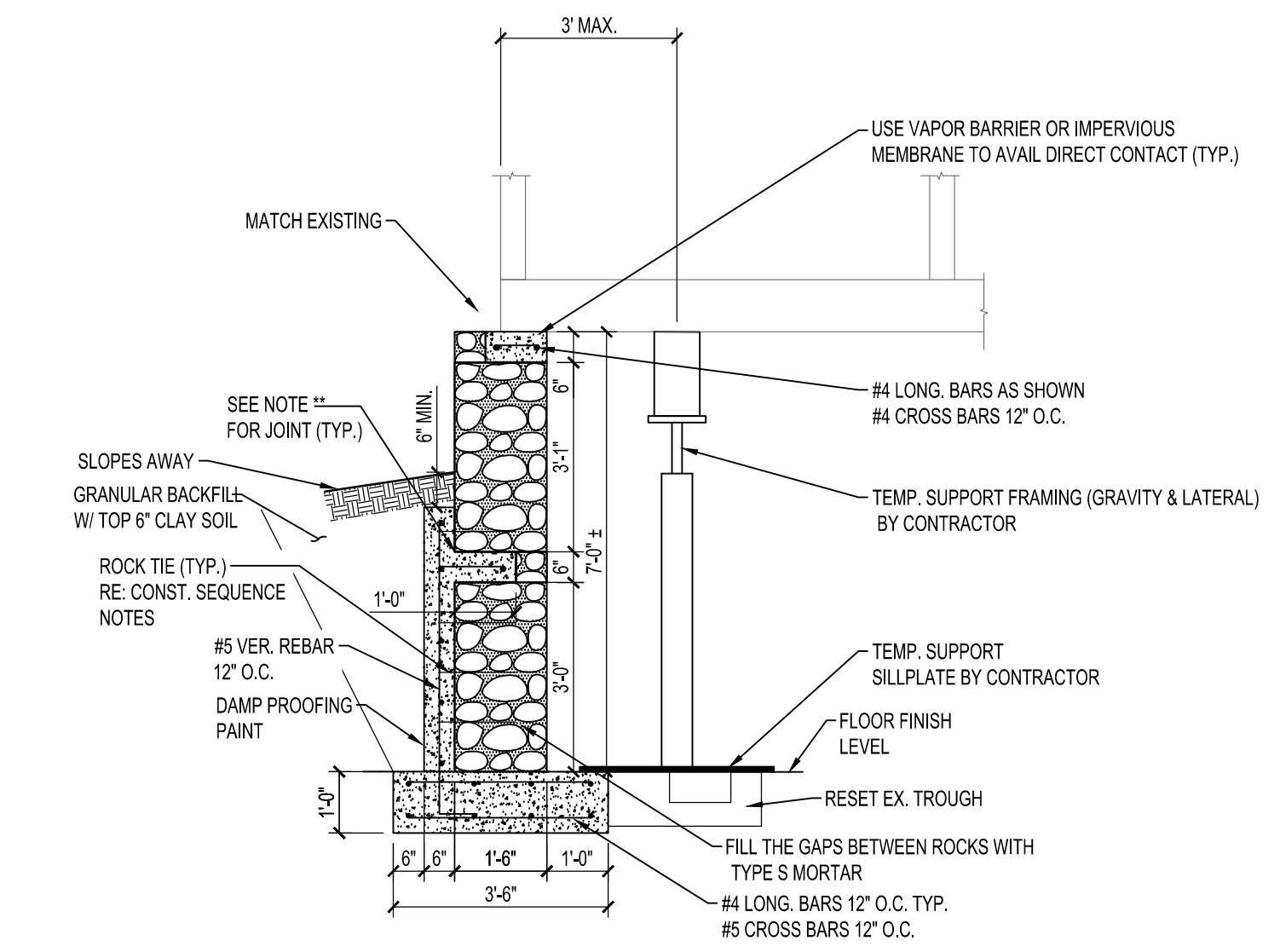
4 | TYP. GRADE BEAM
3/8"=1'-0"



2 | FDN. WALL SECTION
3/8"=1'-0"



1 FOUNDATION PLAN
1/8"=1'-0"



3 | FDN. WALL SECTION
3/8"=1'-0"

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

NO.	DESCRIPTION	DATE	ISSUED FOR PERMIT
1			04/28/2022

Boulder County Parks & Recreation

5201 ST VRAIN RD
LONGMONT, CO 80503
Phone: 303-678-6200



Email: positio@bouldercounty.org

FOUNDATION PLAN

MCINTOSH BARN @ THE AGHC
8348 UTE HIGHWAY
LONGMONT, COLORADO

5/3/2022



Will H Epp

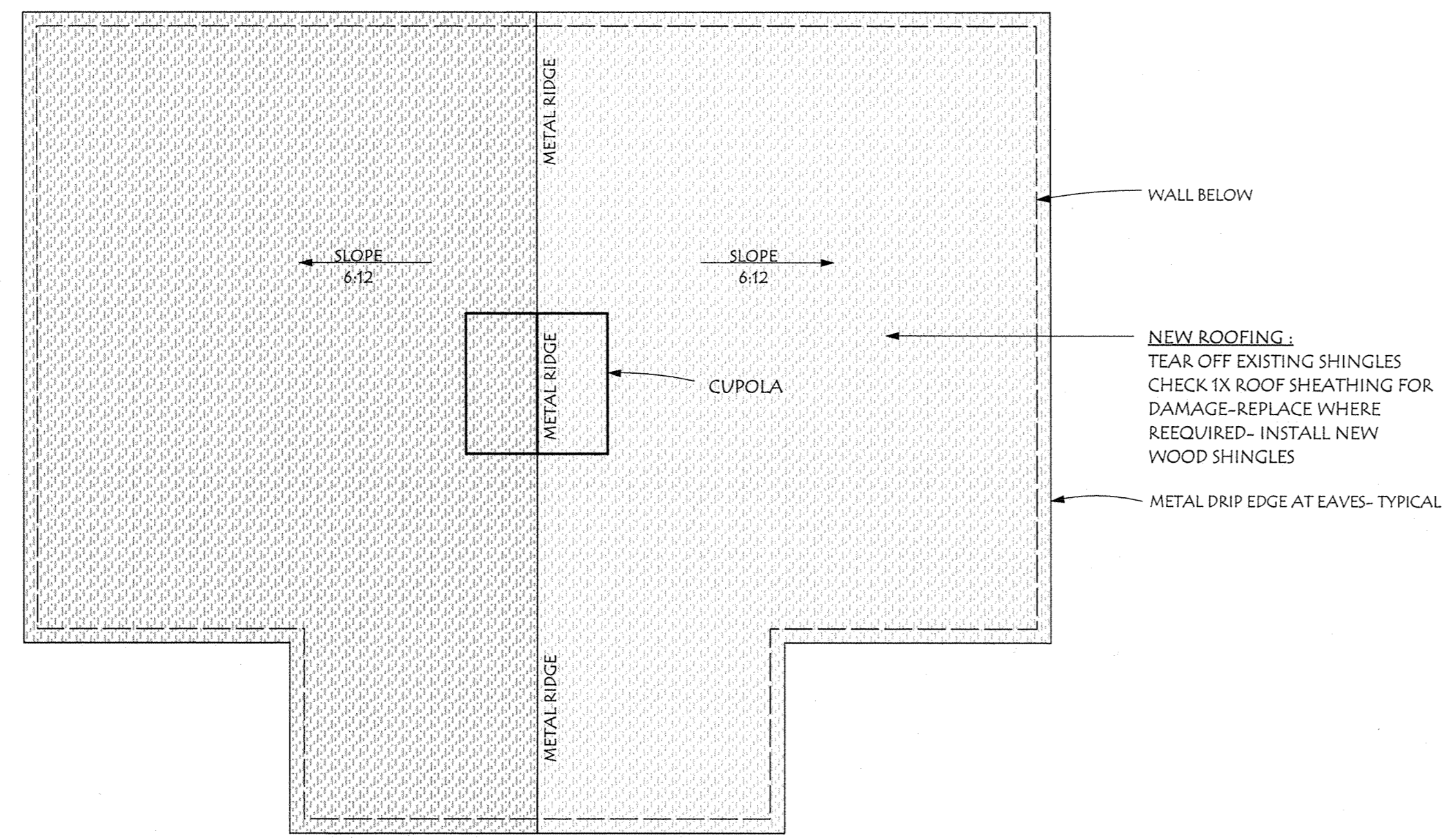


DRAWN BY: RP

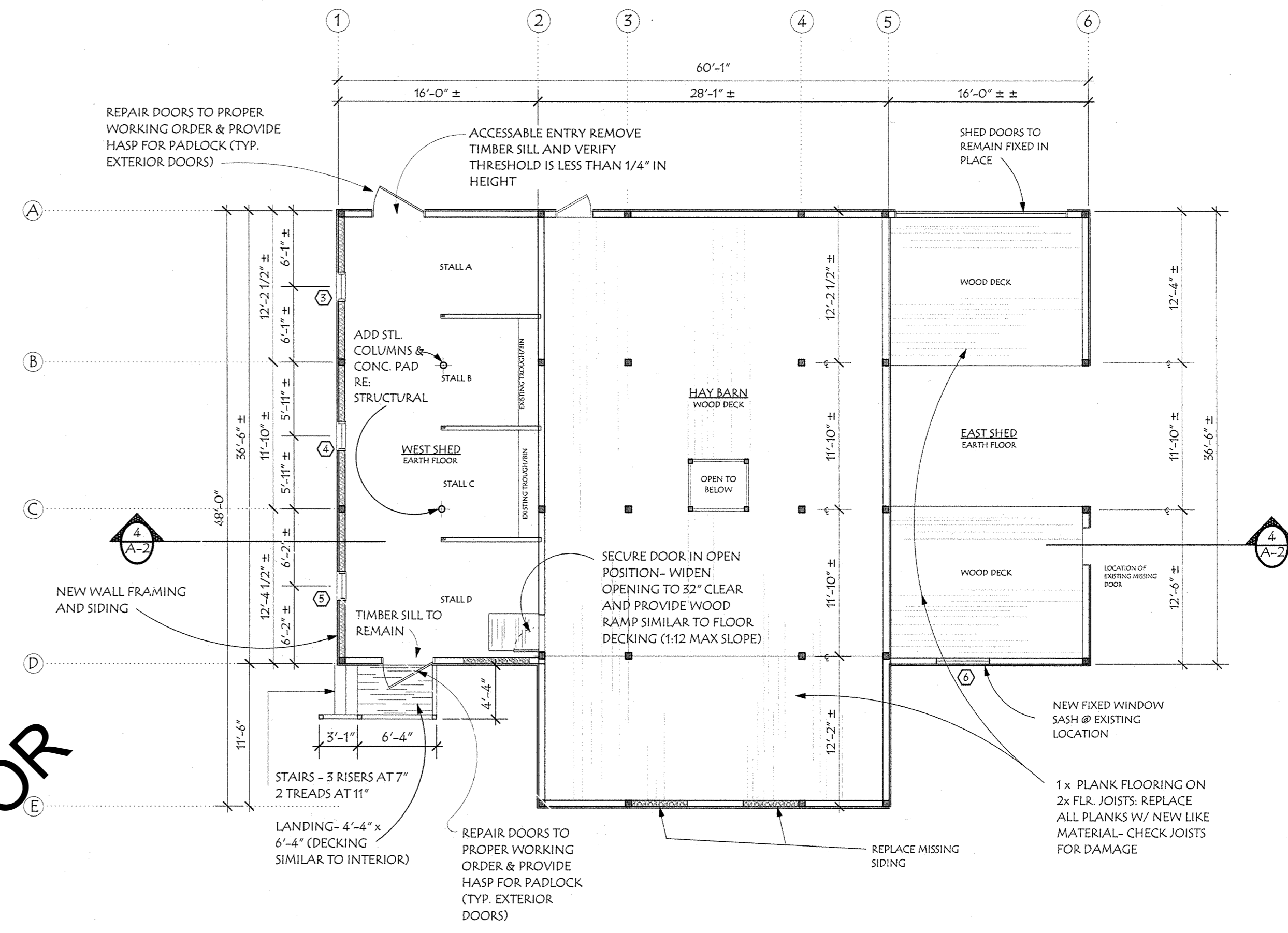
COUNTY PROJECT NO.

DRAWING NUMBER

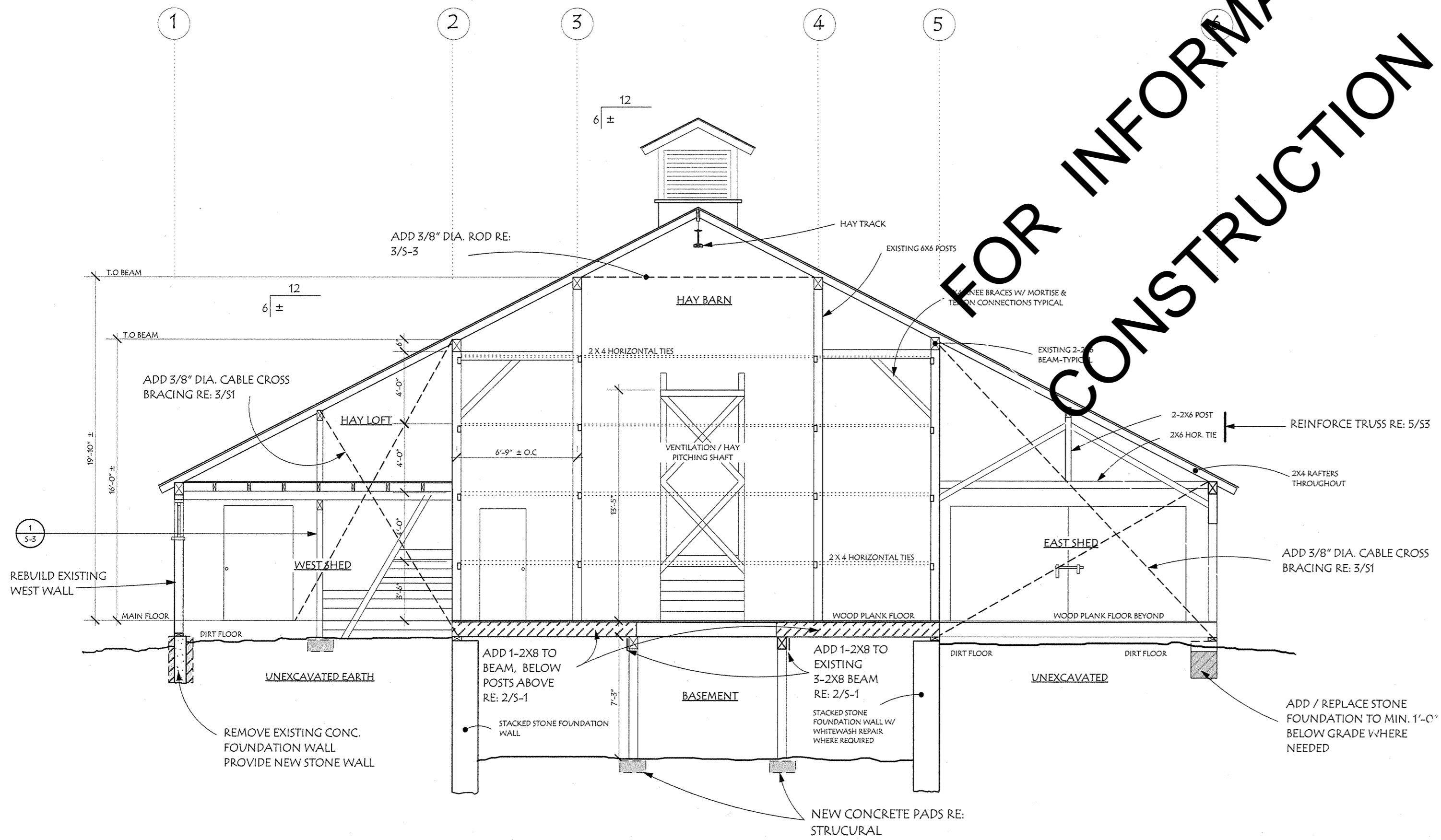
S1.0



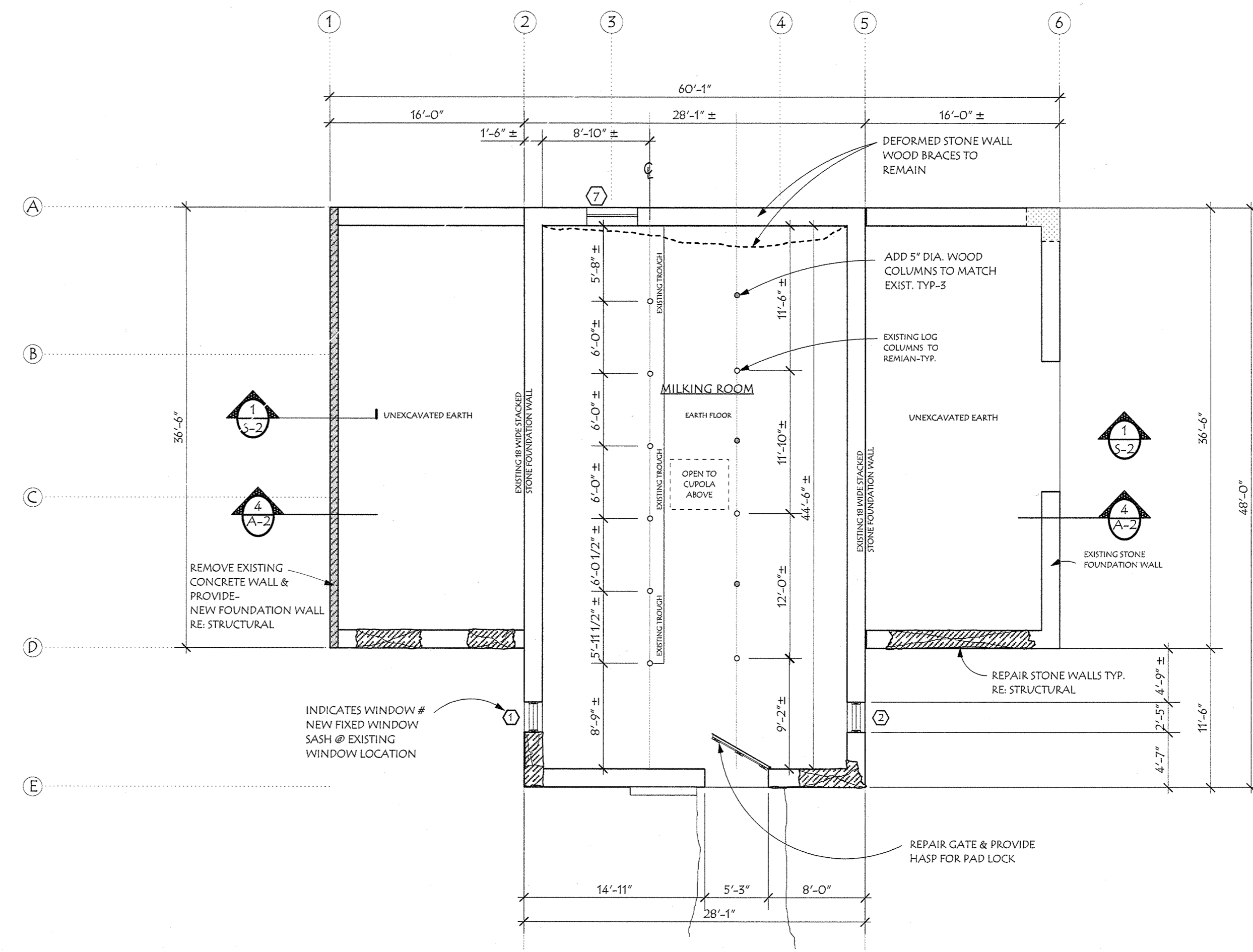
3
A-2
ROOF PLAN
1/8" = 1'-0"



2
A-2
FIRST FLOOR PLAN
1/8" = 1'-0"
(DIMENSIONS OF EXISTING STRUCTURE ARE APPROXIMATE)



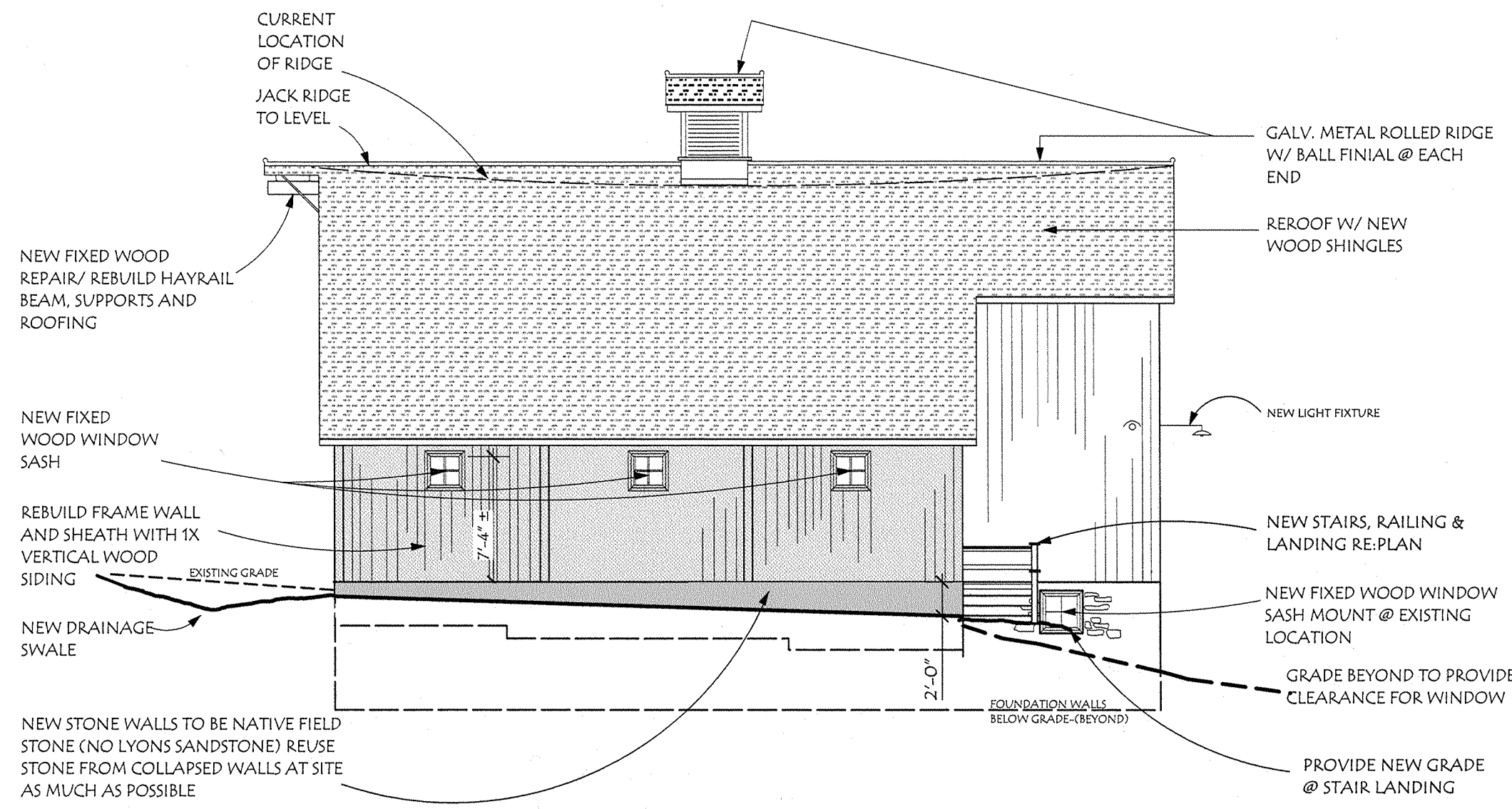
4
A-2
BUILDING SECTION
3/16" = 1'-0"
(DIMENSIONS OF EXISTING STRUCTURE ARE APPROXIMATE)



1
A-2
BASEMENT PLAN
1/8" = 1'-0"
(DIMENSIONS OF EXISTING STRUCTURE ARE APPROXIMATE)

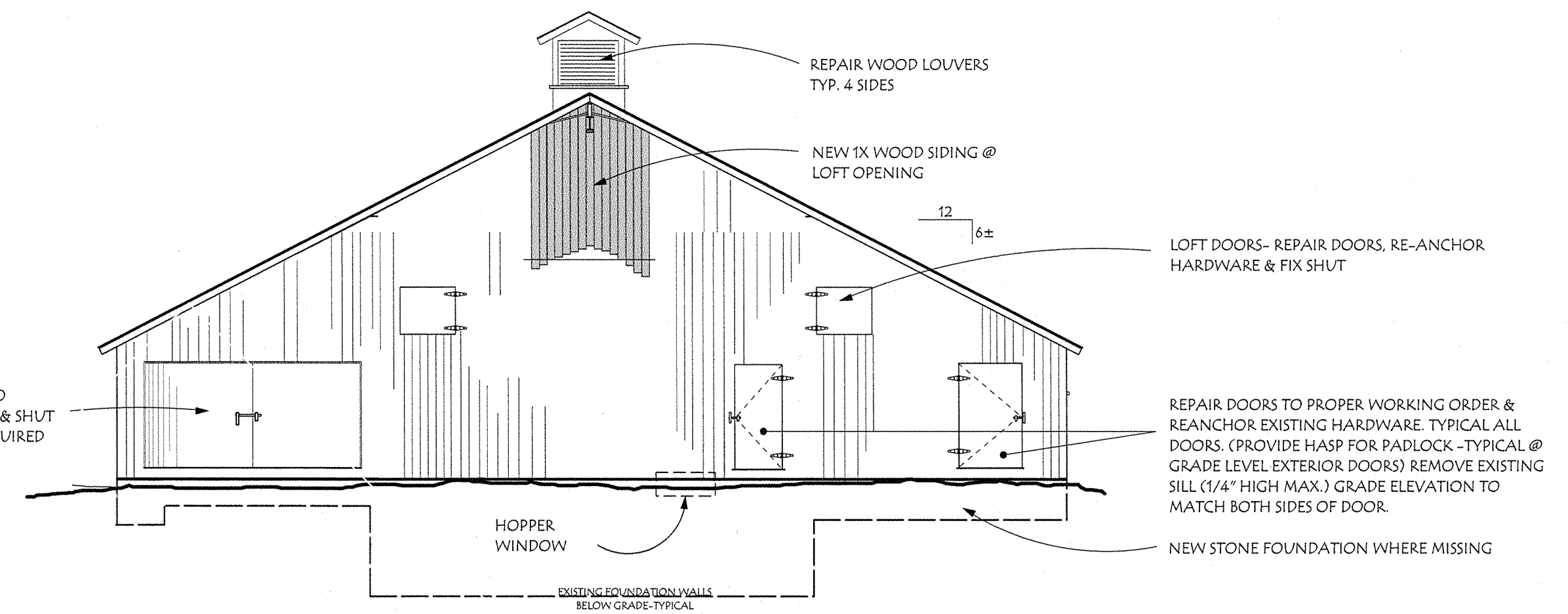
FOR INFORMATION - NOT FOR CONSTRUCTION

GENERAL NOTE:
JACK ALL FLOORS, RIDGE & ROOF TO LEVEL
PLUMB & LEVEL ALL WALLS



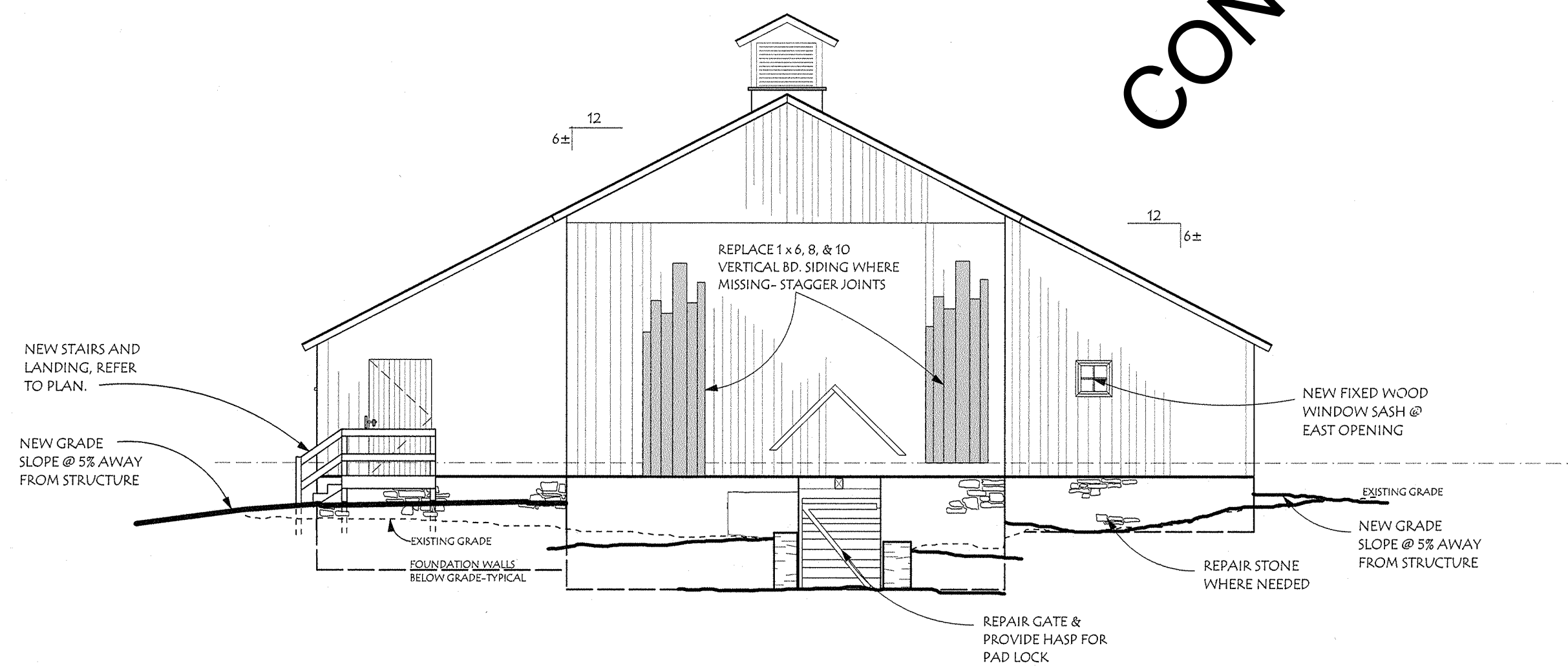
WEST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

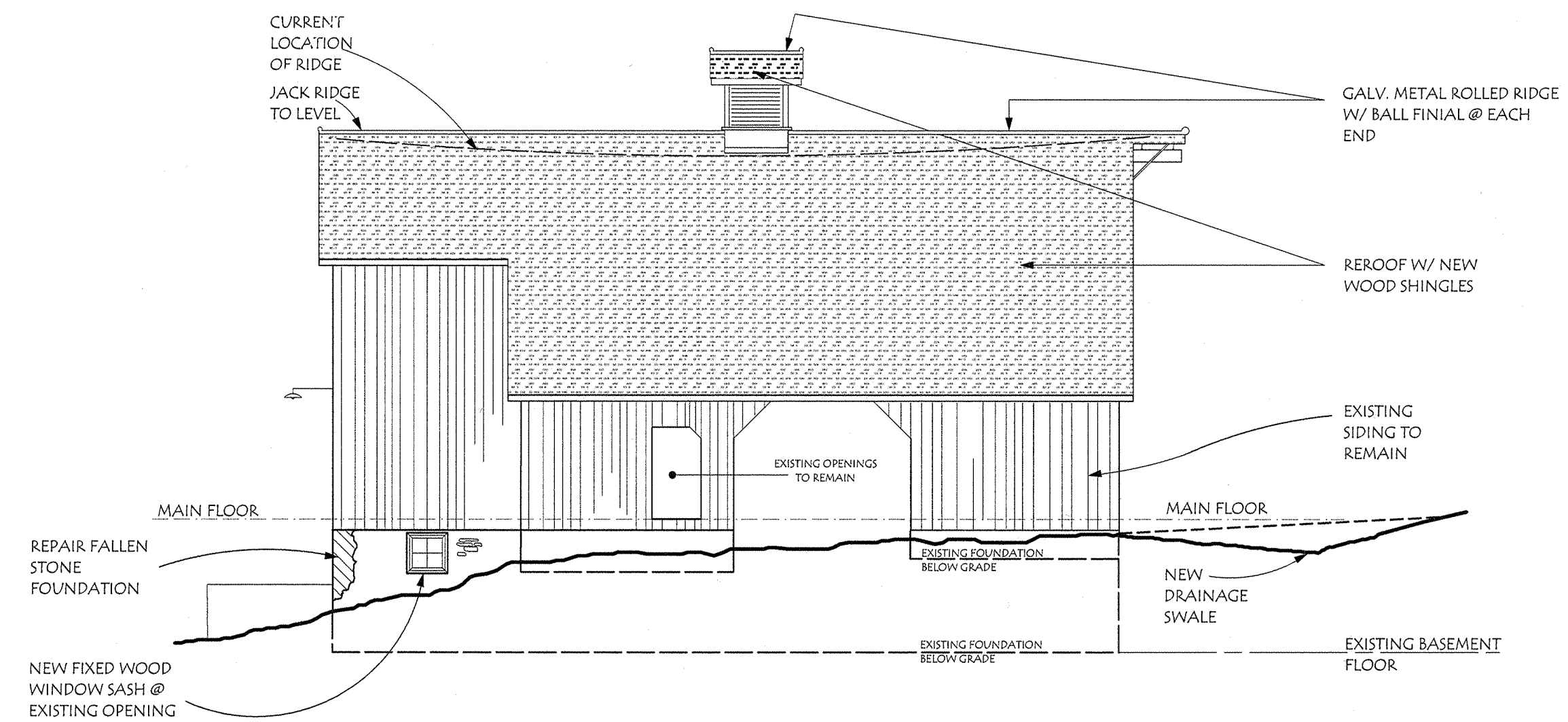
1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"

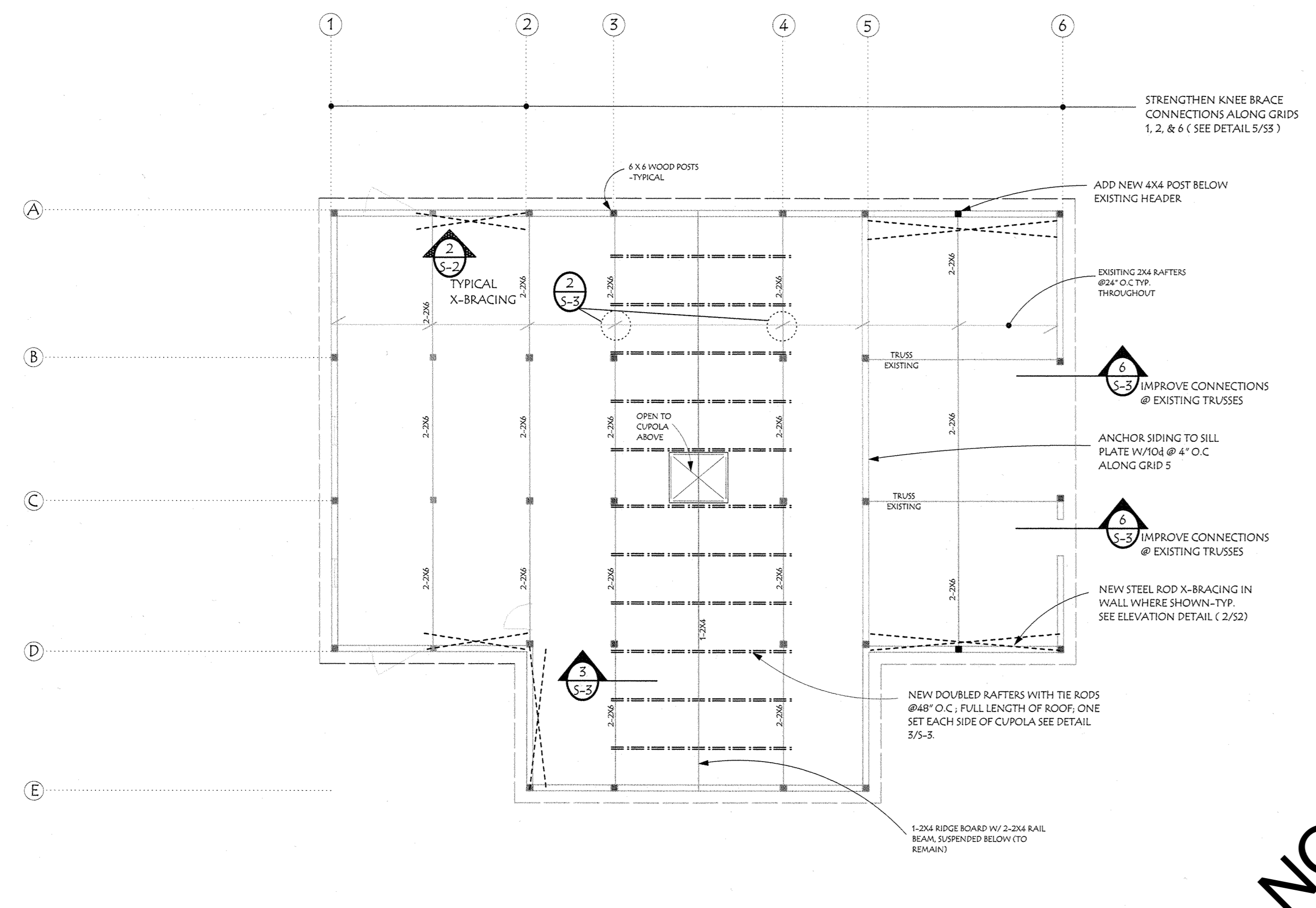
NOTE:
ALL EXPOSED STONE WALLS TO BE NATIVE FIELD STONE (NO LYONS SANDSTONE) REUSE STONE FROM COLLAPSED WALLS AT SITE AS MUCH AS POSSIBLE



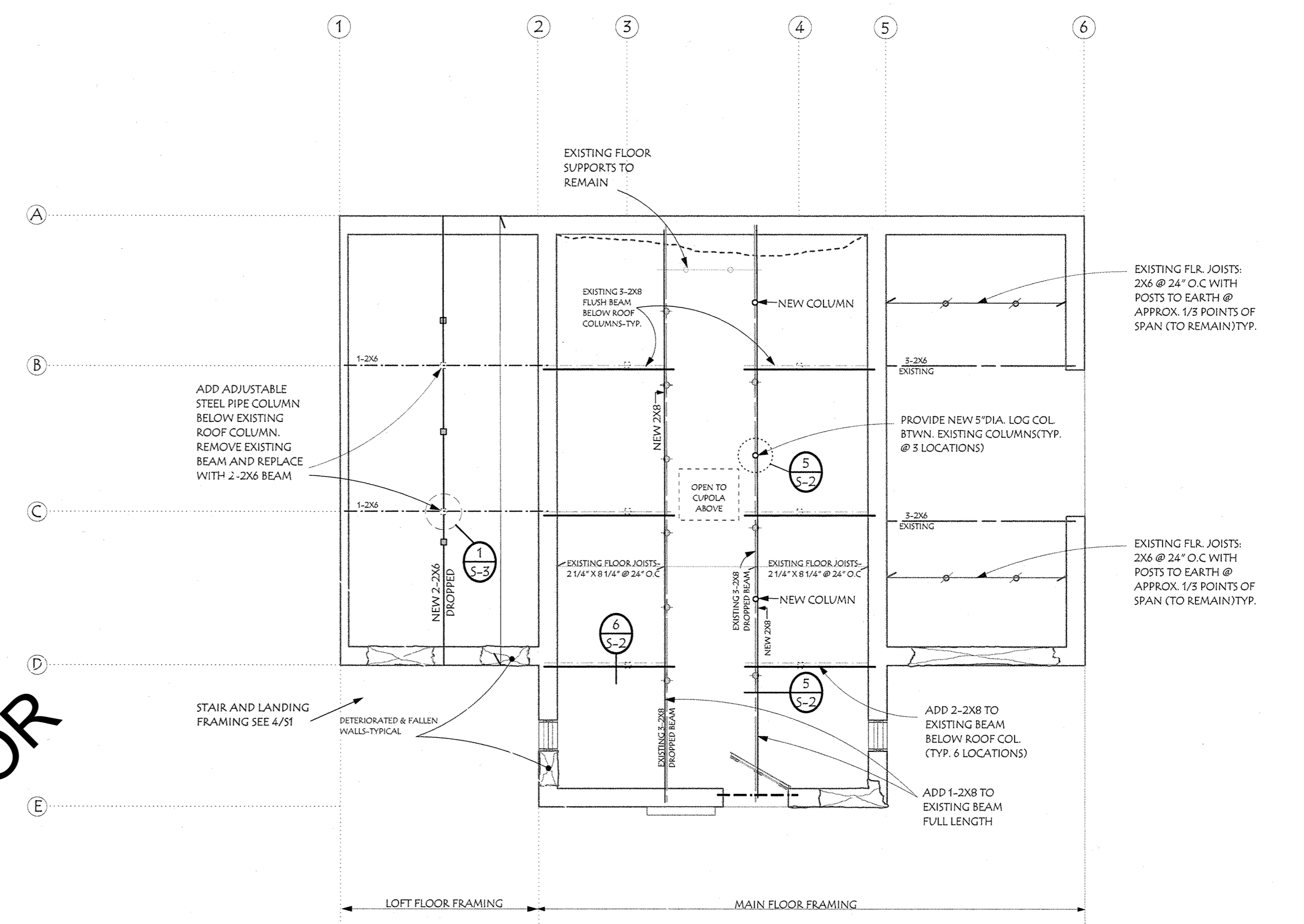
EAST ELEVATION

1/8" = 1'-0"

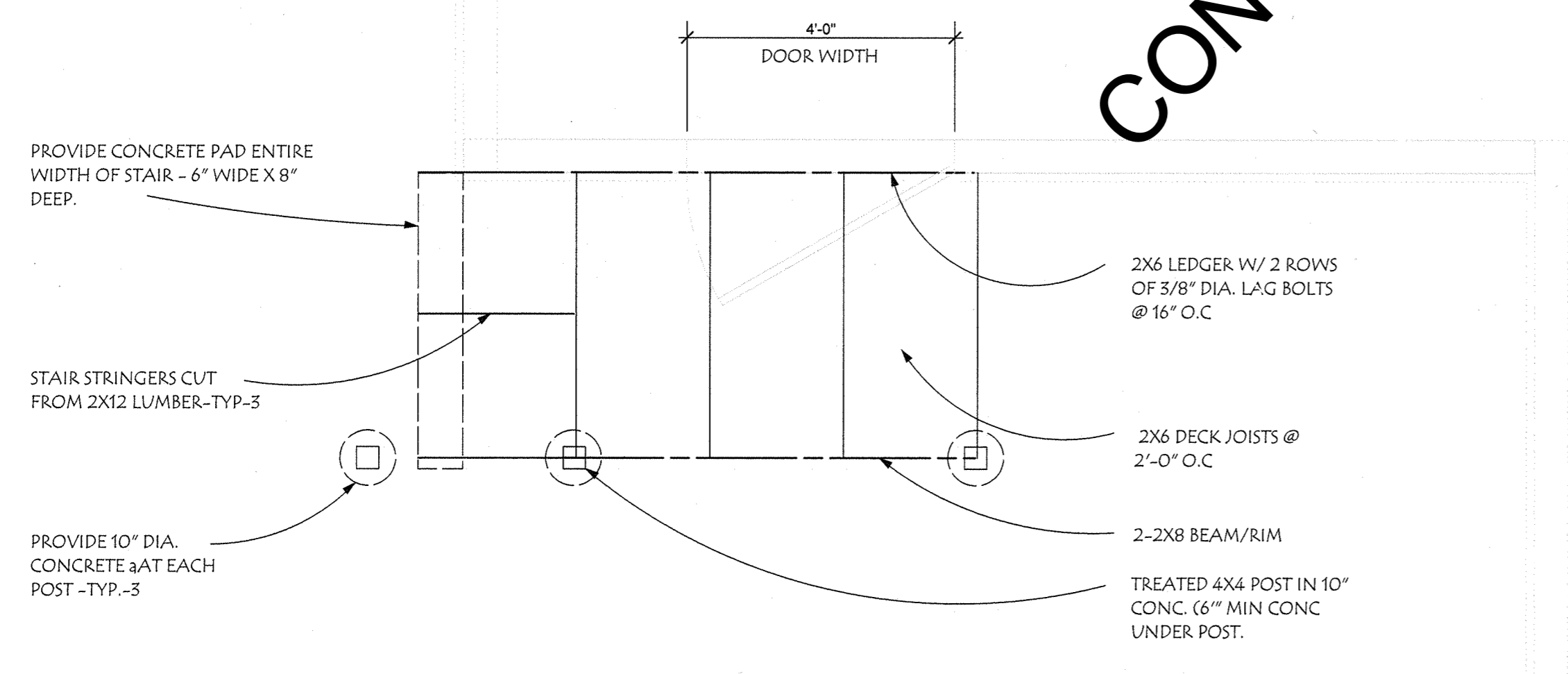
FOR INFORMATION - NOT FOR
CONSTRUCTION



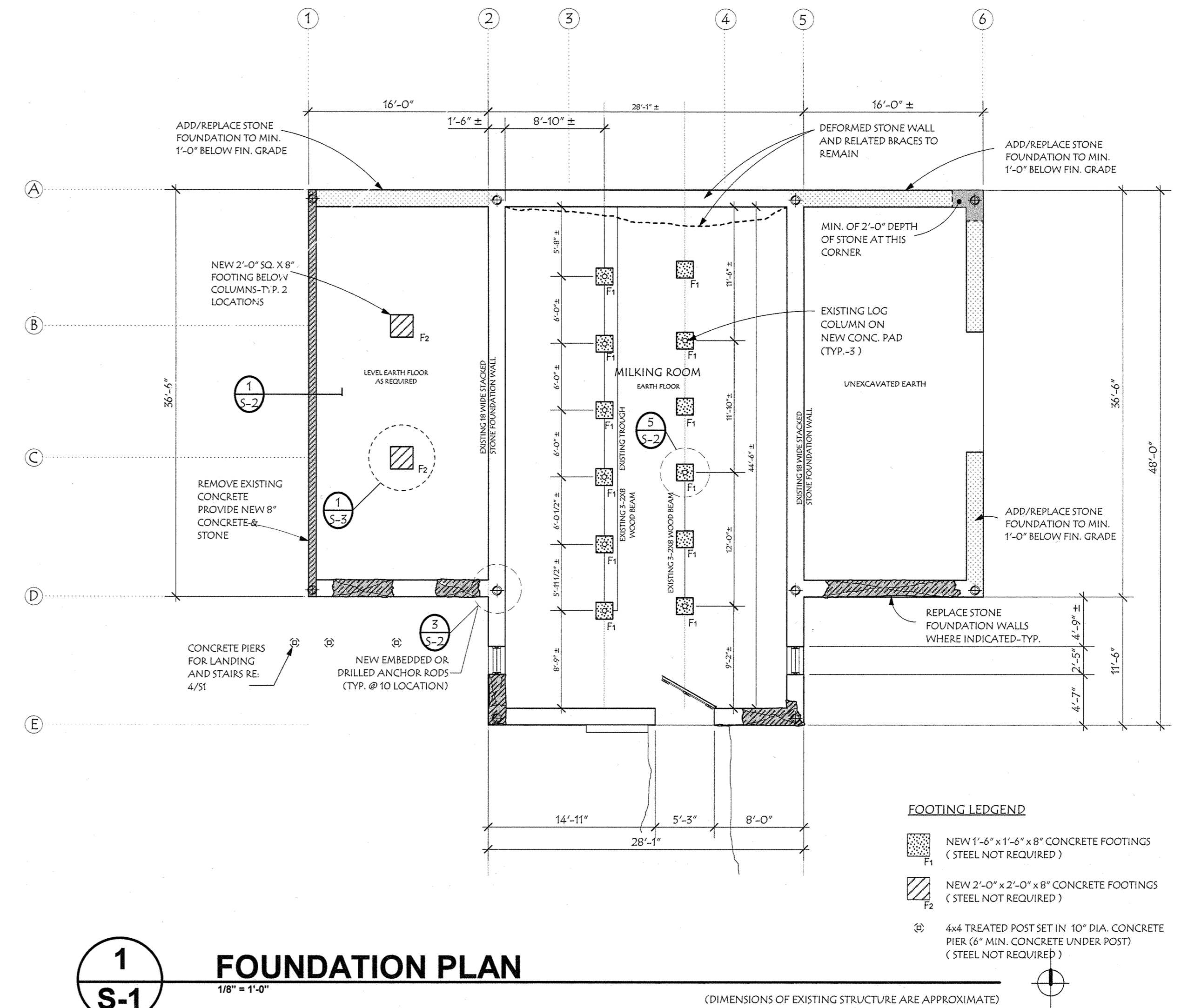
3
S-1 **ROOF FRAMING PLAN**
1/8" = 1'-0"



2
S-1 **FLOOR & LOFT FRAMING PLAN**
1/8" = 1'-0"



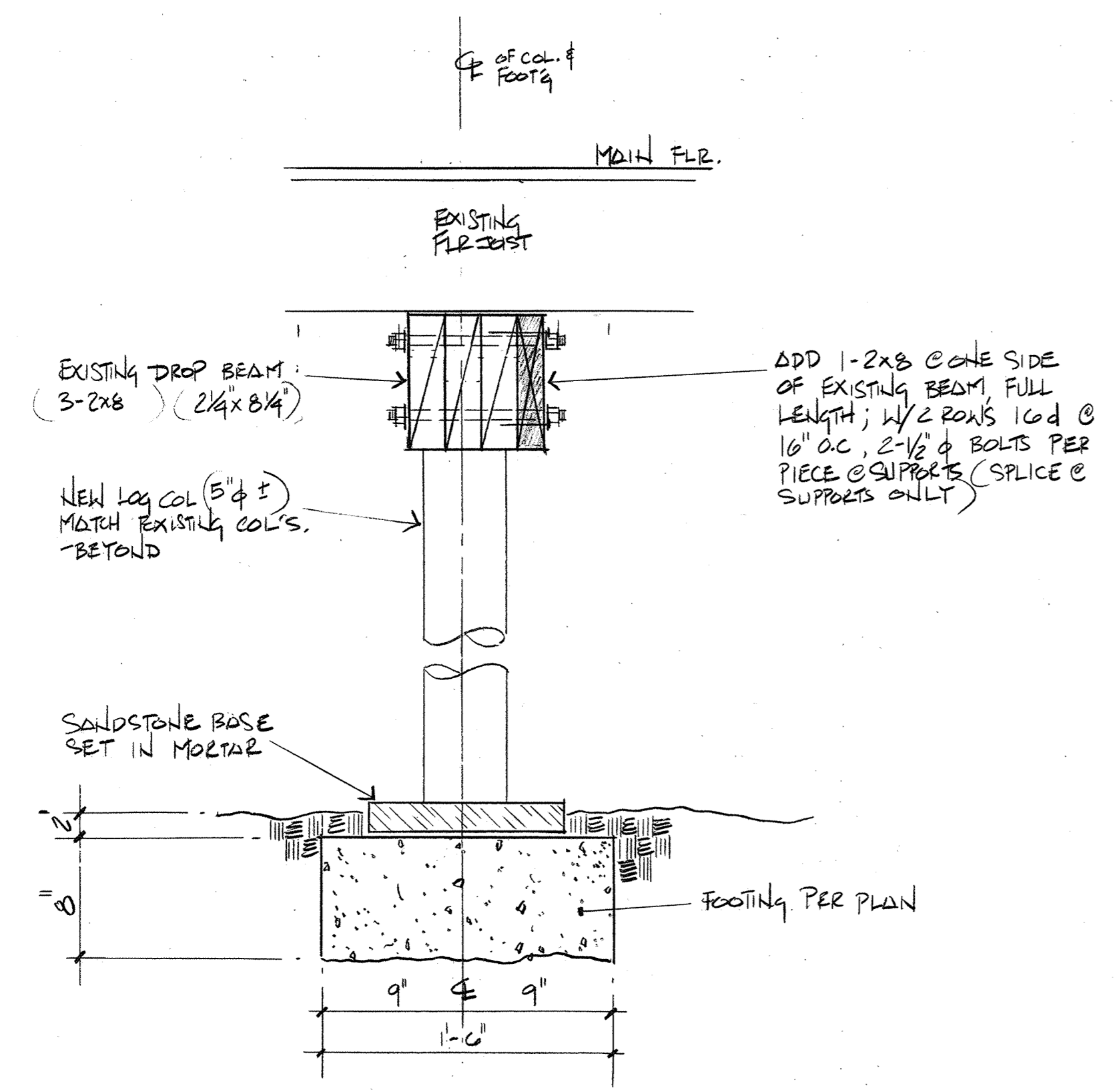
4
S-1 **LANDING/STAIR FRAMING PLAN**
1/2" = 1'-0"



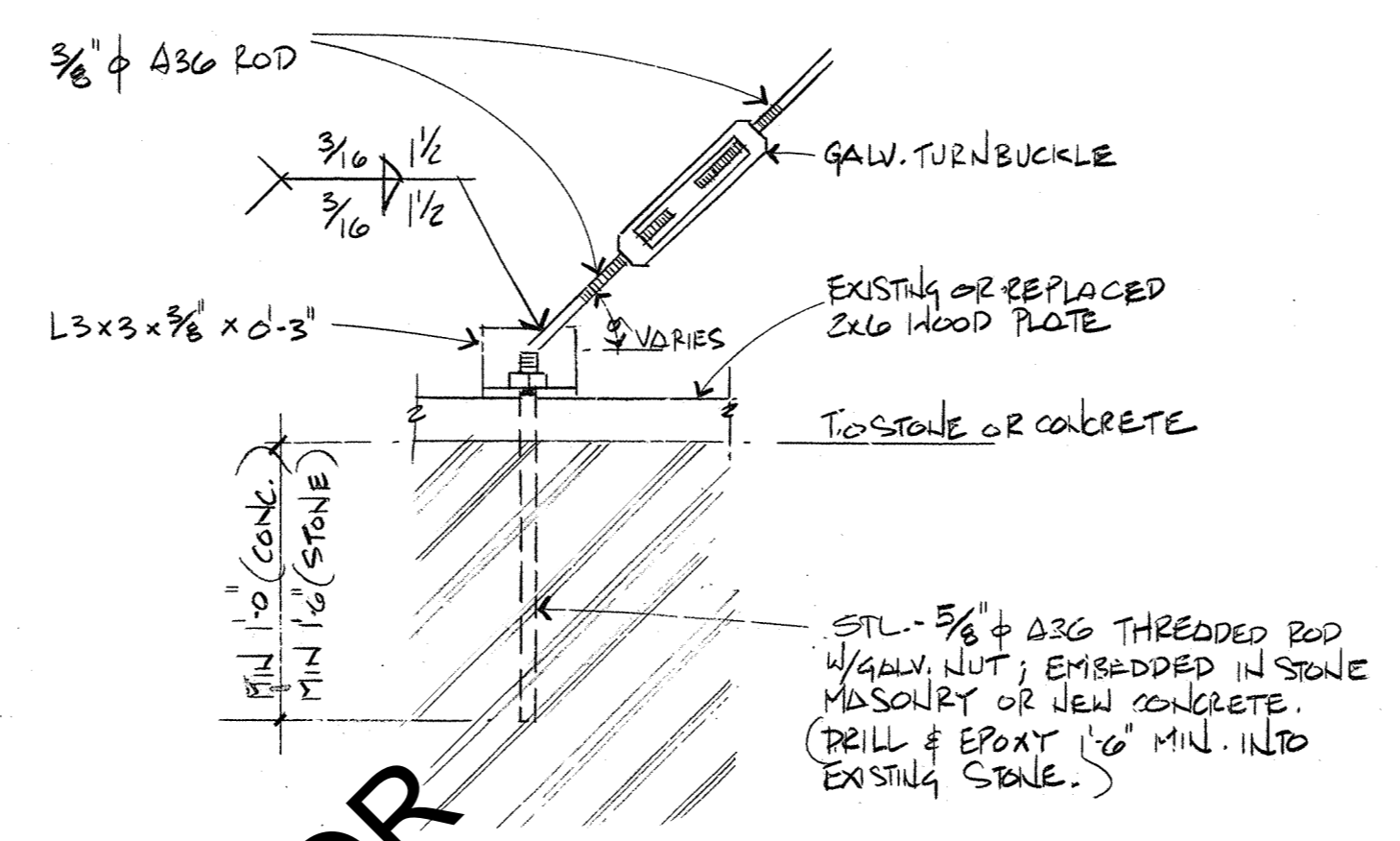
1
S-1 **FOUNDATION PLAN**
1/8" = 1'-0"

(DIMENSIONS OF EXISTING STRUCTURE ARE APPROXIMATE)

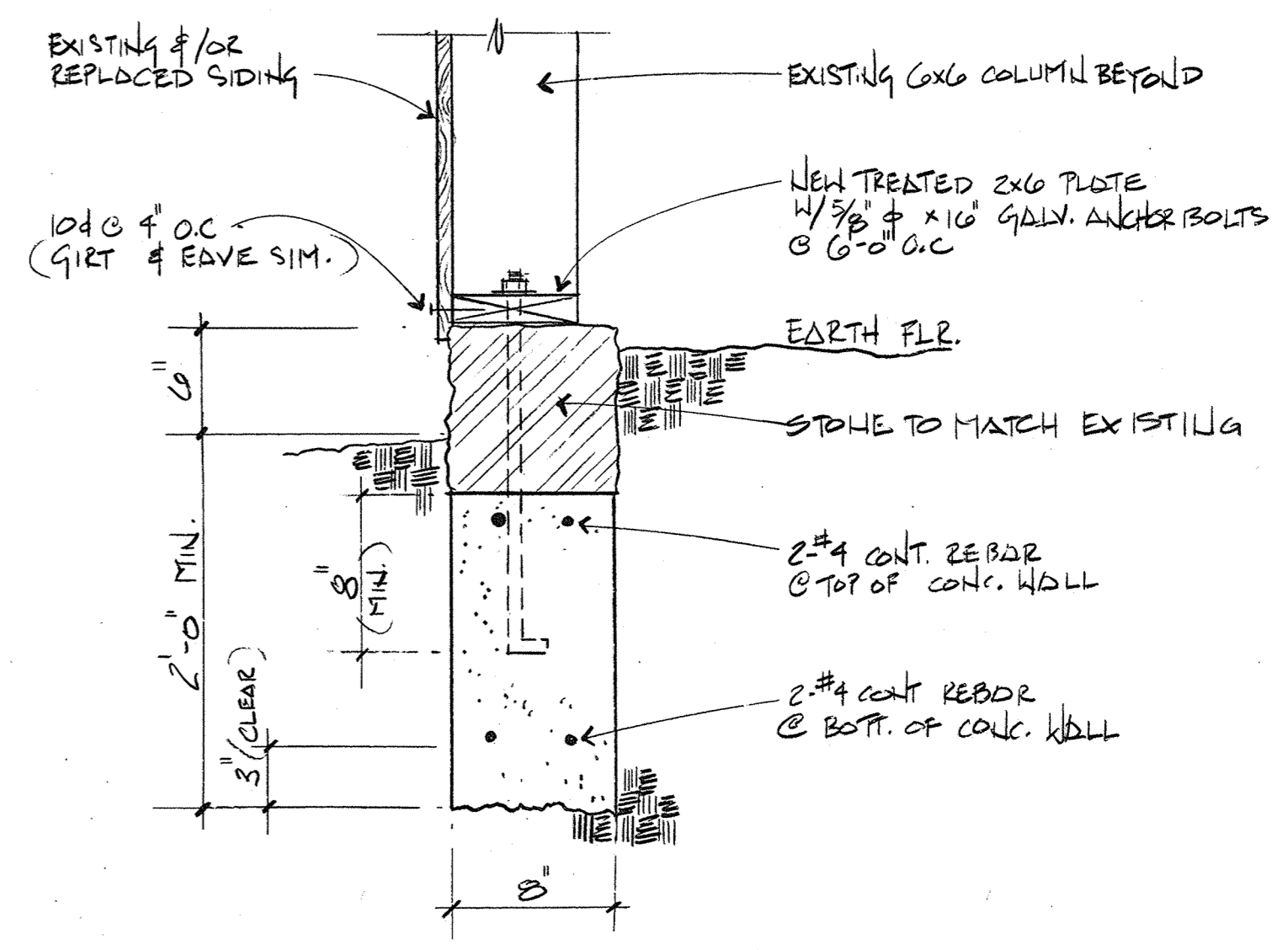
FOR INFORMATION - NOT FOR CONSTRUCTION



5
S-2 TYP. BEAM/COLUMN FOOTING DETAIL

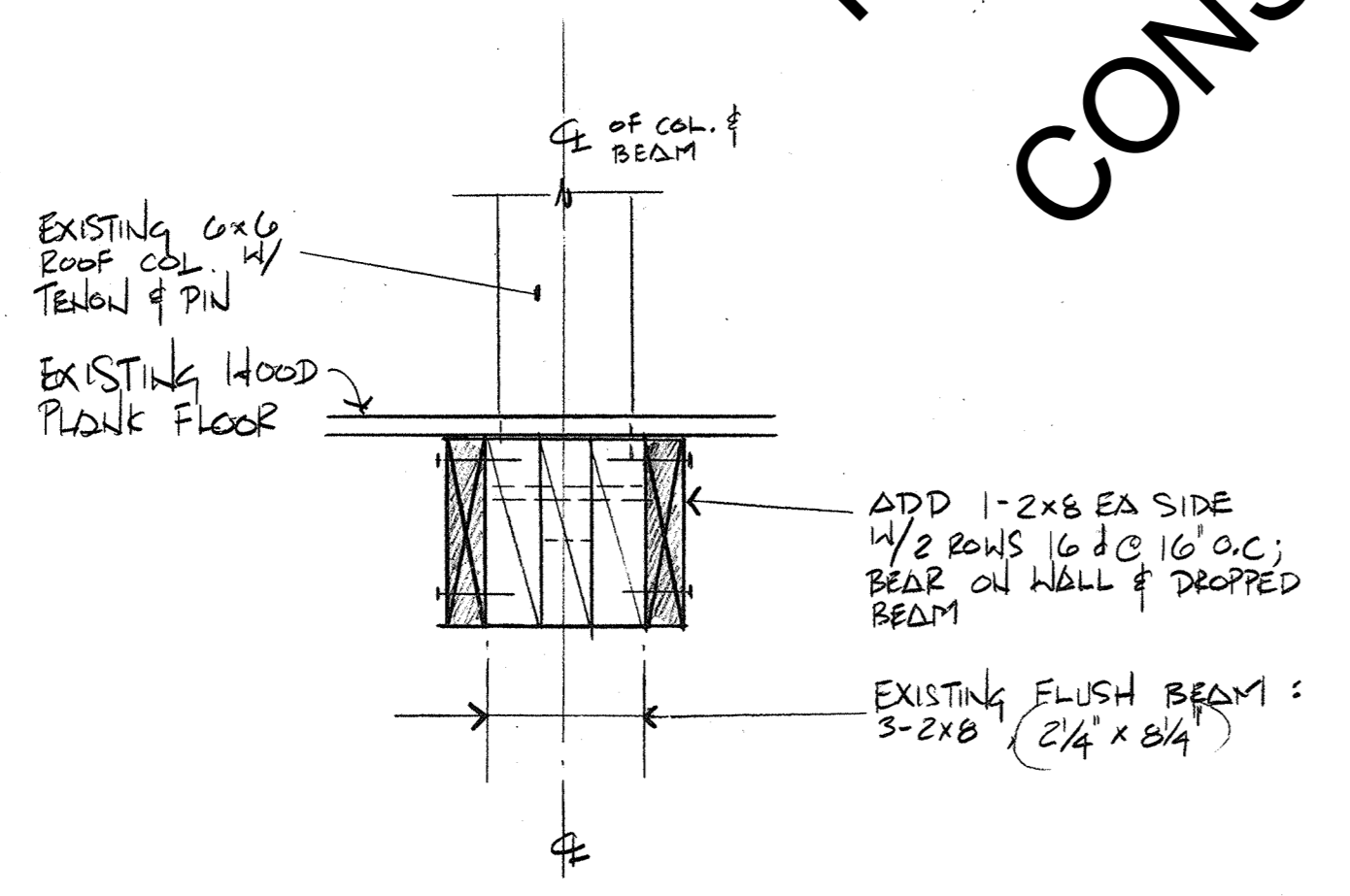


3
S-2 DETAIL

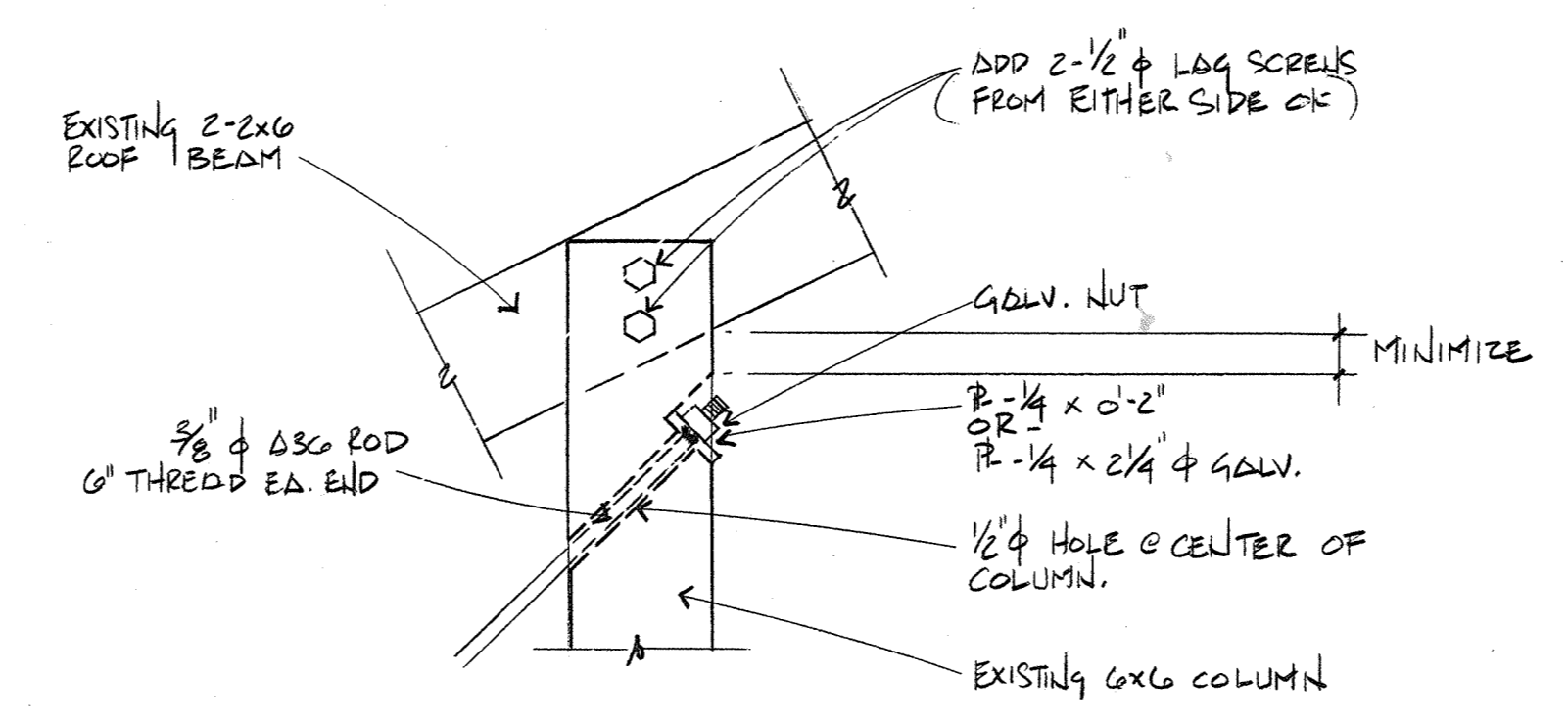


1
S-2 WEST SHED FOOTING DETAIL
1/2\"/>

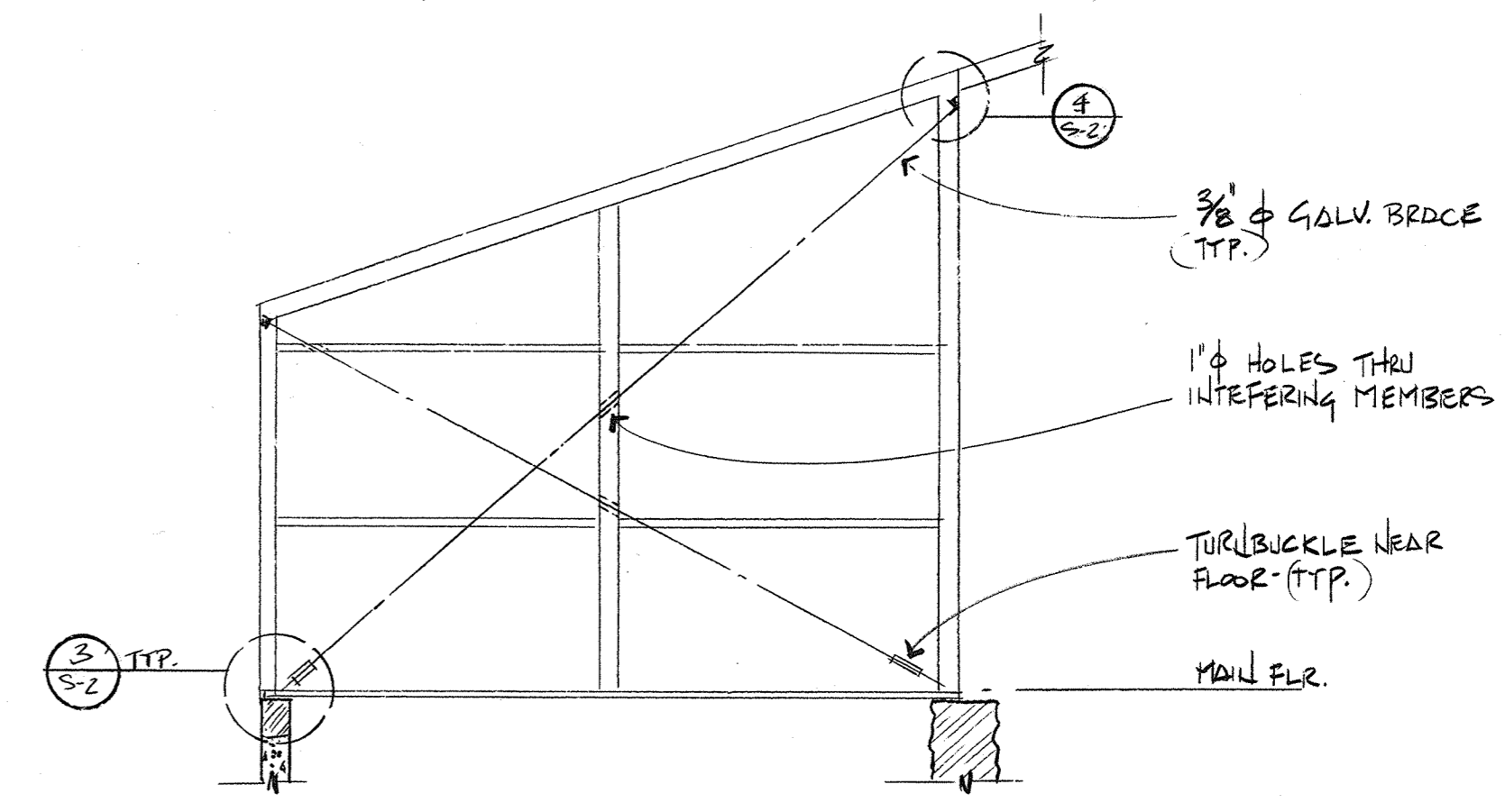
FOR INFORMATION - NOT FOR CONSTRUCTION



6
S-2 TRANSFER BEAM DETAIL
1 1/2\"/>



4
S-2 DETAIL
1 1/2\"/>



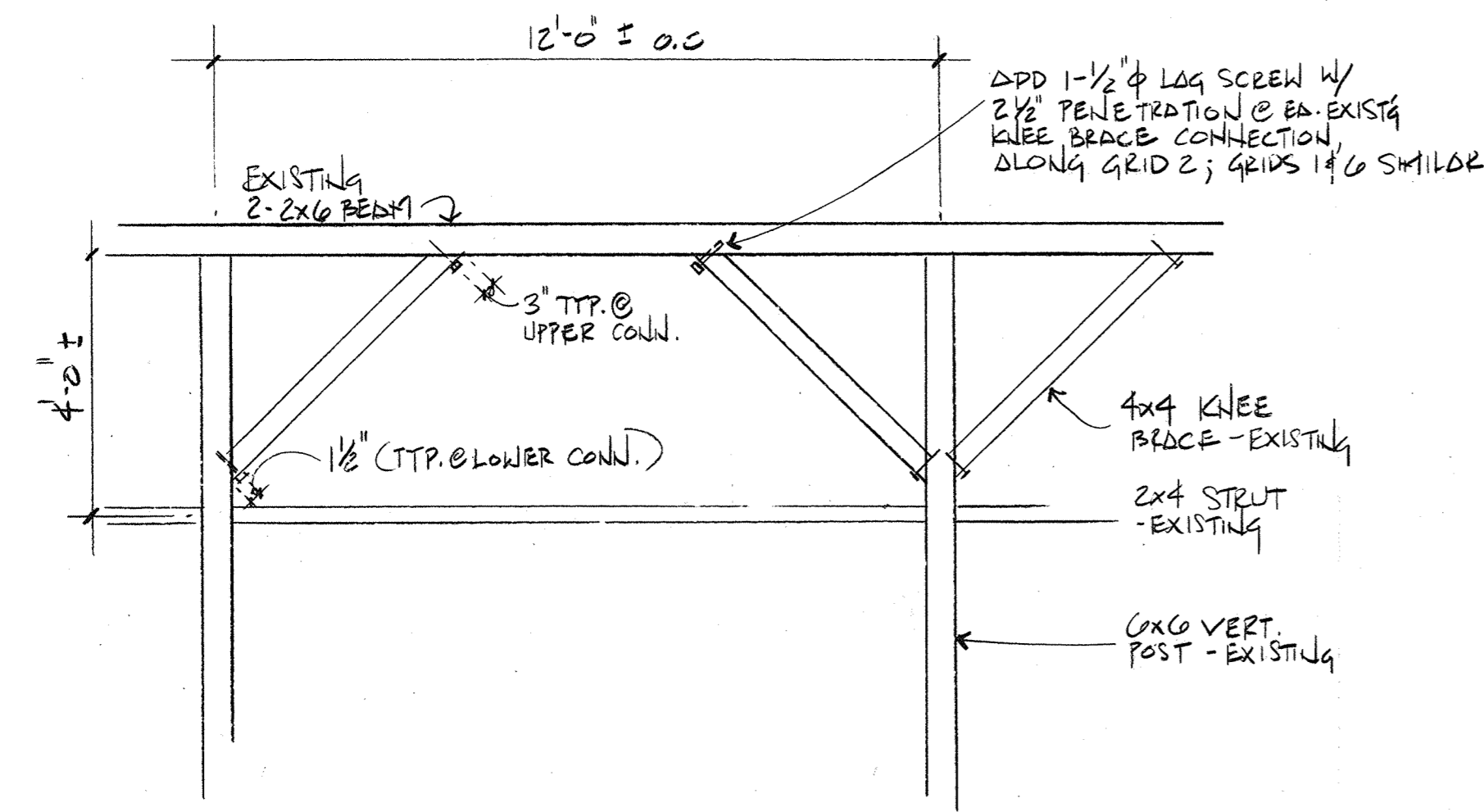
2
S-2 CROSS BRACING ELEVATION
1/4\"/>

NOTE:
TYPICAL X BRACING -
INSTALL AFTER WALLS ARE PLUMBED

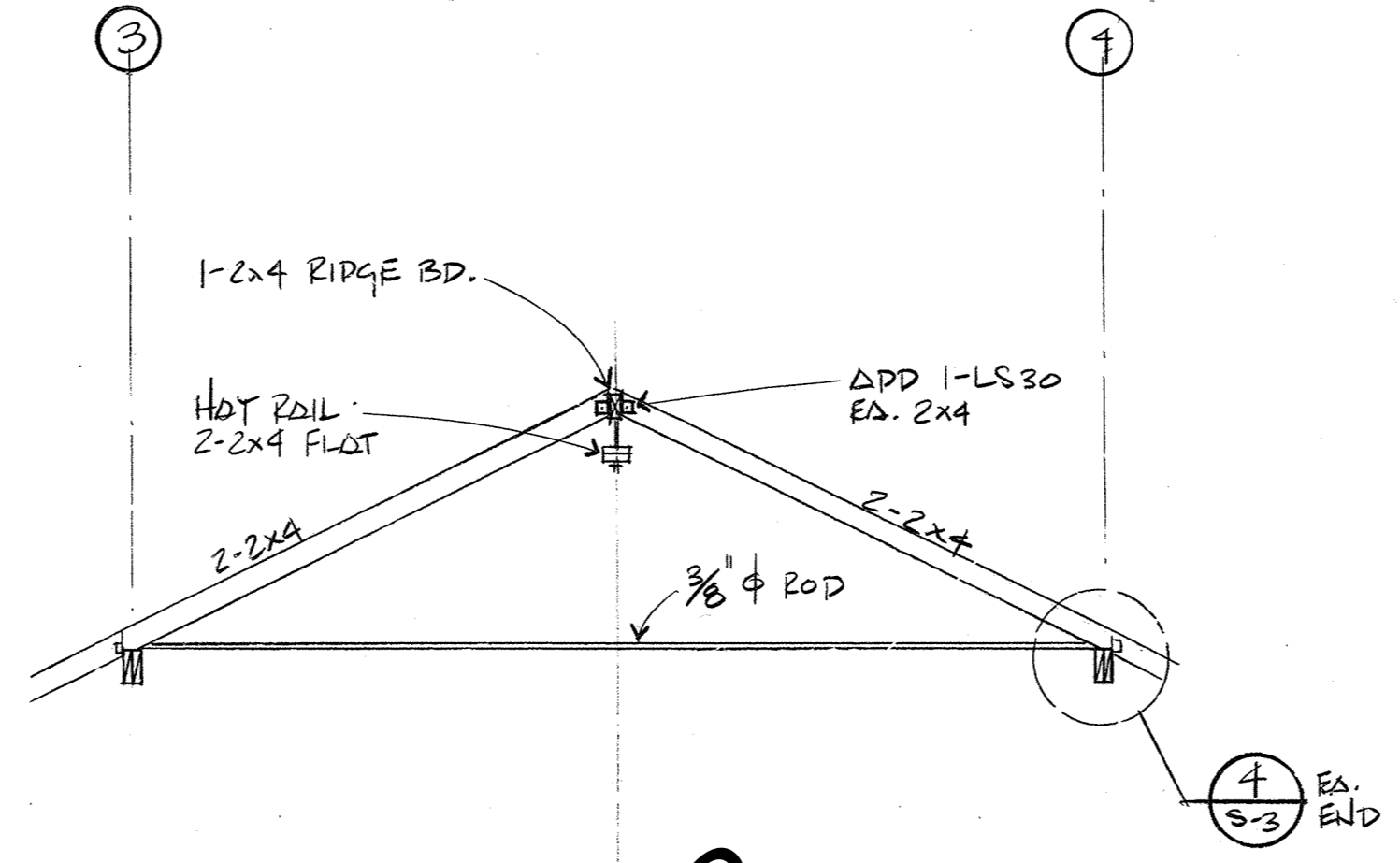
SEE DET 9/S-2 FOR
CONTRACTOR OPTION

LOHR/MCINTOSH BARN EXTERIOR REHABILITATION & STRUCTURAL STABILIZATION PROJECT
LOHR/MCINTOSH FARM AGRICULTURAL HERITAGE CENTER
8348 UTE HIGHWAY (HIGHWAY 66) • LONGMONT, COLORADO

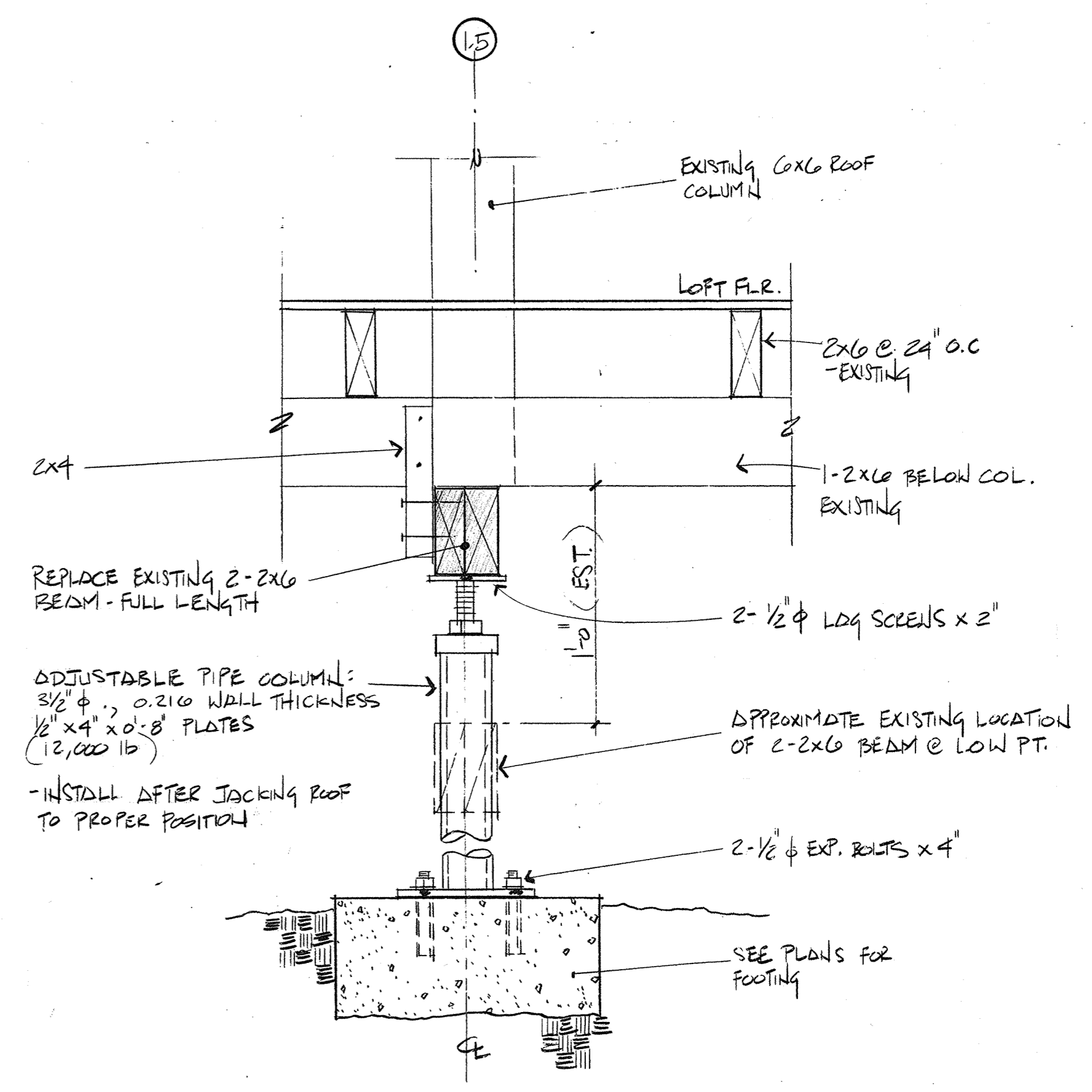
NOVEMBER 13, 2000
REVISED:
PER 5 2001



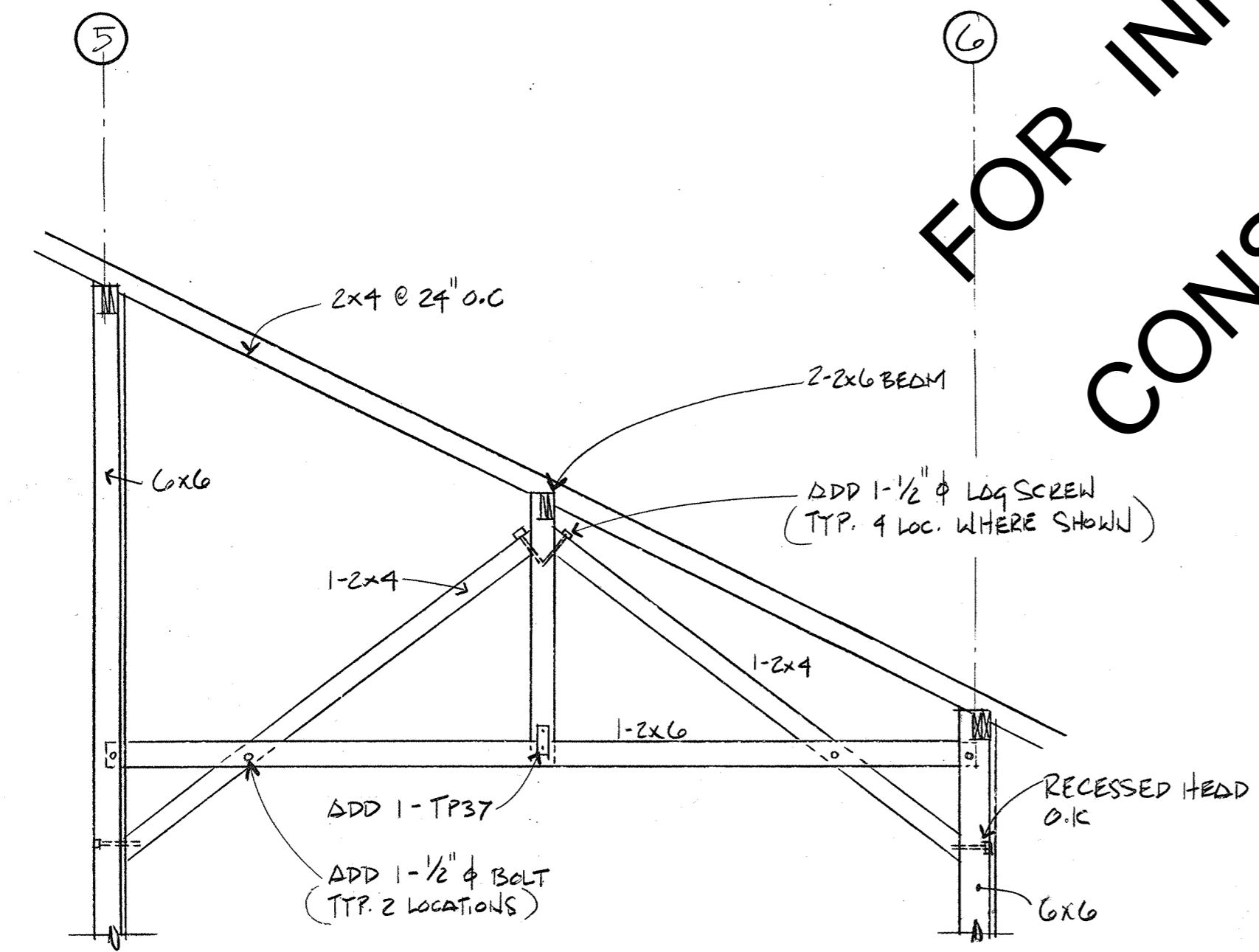
5 KNEE BRIDGE REINFORCEMENT
S-3 3/8" = 1'-0" TYP @ COL. LINES 1, 2, 4, 6



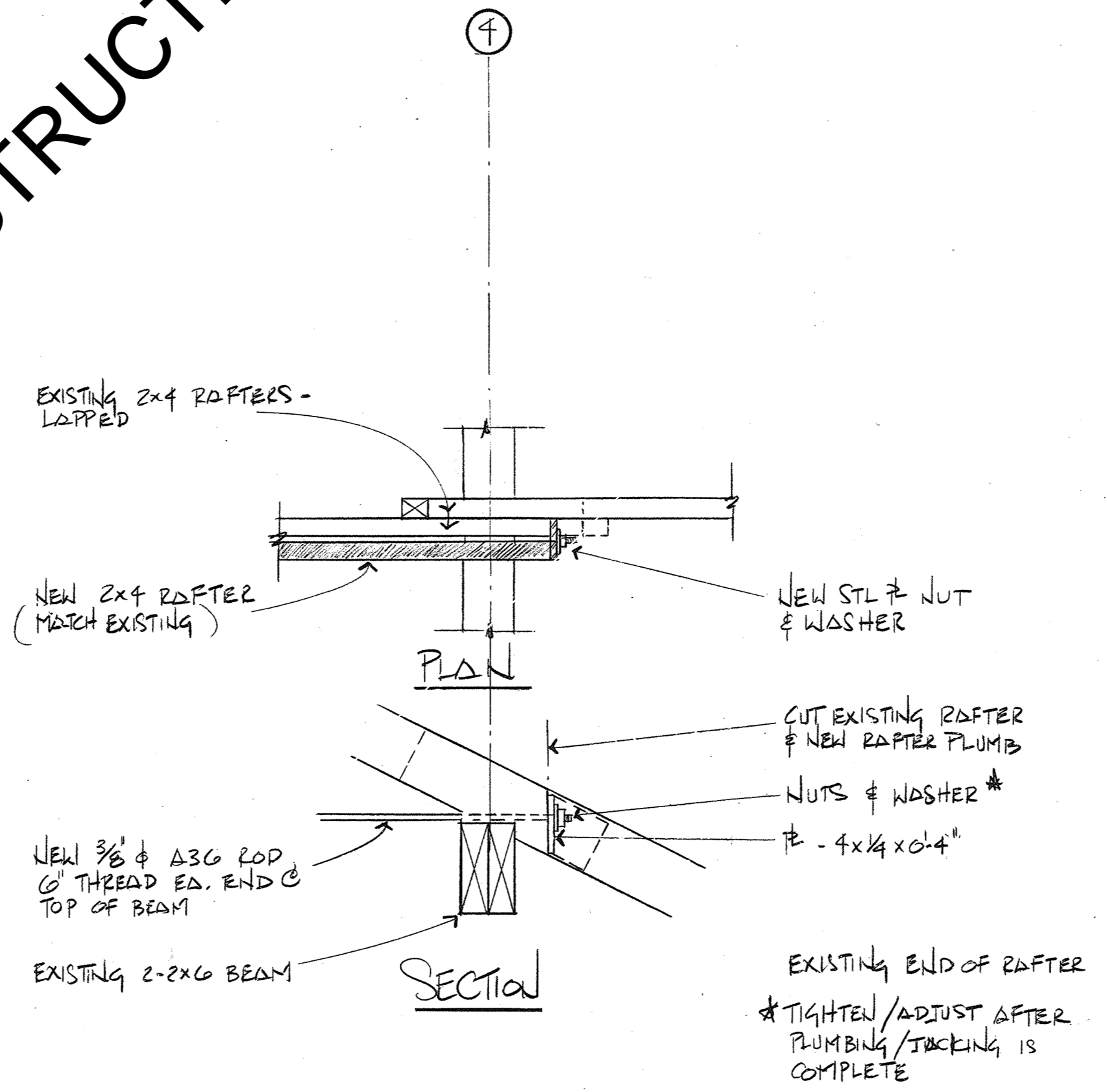
3 STEEL RAFTER TIE
S-3 N.T.S.



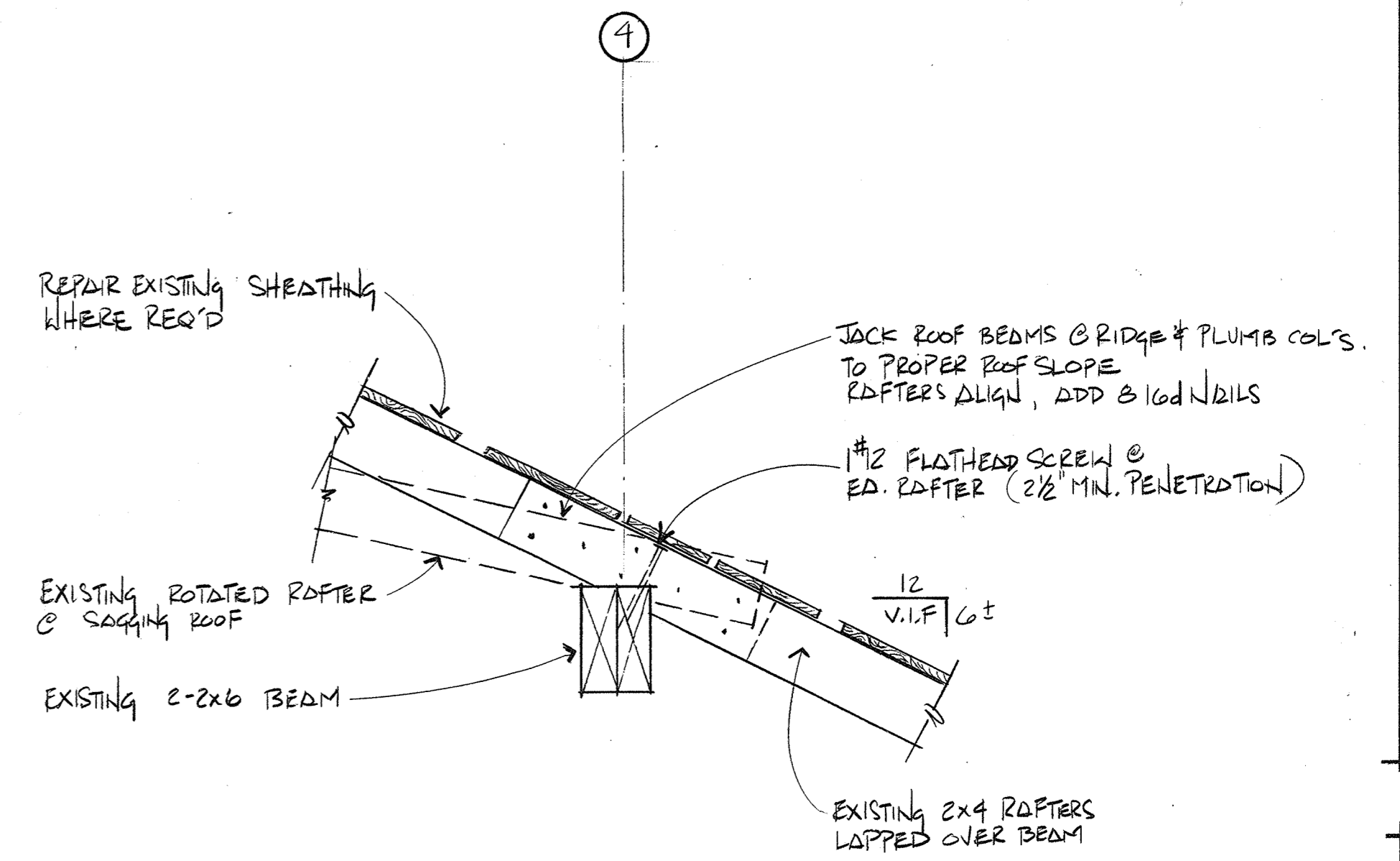
1 POST DETAIL @ WEST SHED
S-3 1/2" = 1'-0"



6 TRUSS REINFORCEMENT @ EAST SHED
S-3 3/8" = 1'-0"



4 STEEL TIE DETAILS
S-3 1/2" = 1'-0"

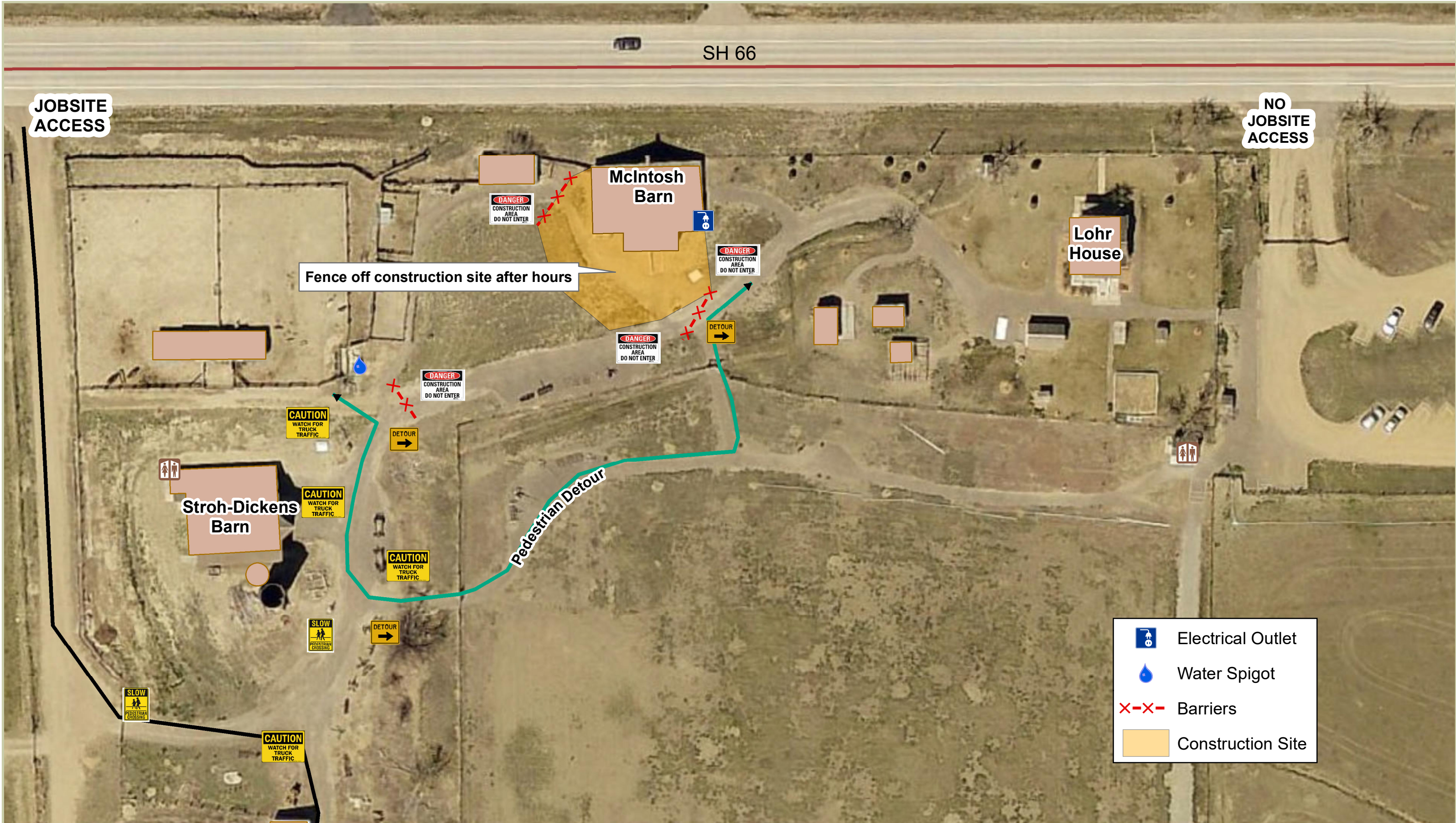


2 ROOF RAFTERS BTWN. NEW TIES
S-3 1/2" = 1'-0" @ COLUMN LINES 3 & 4

FOR INFORMATION - NOT FOR CONSTRUCTION

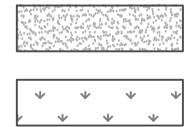
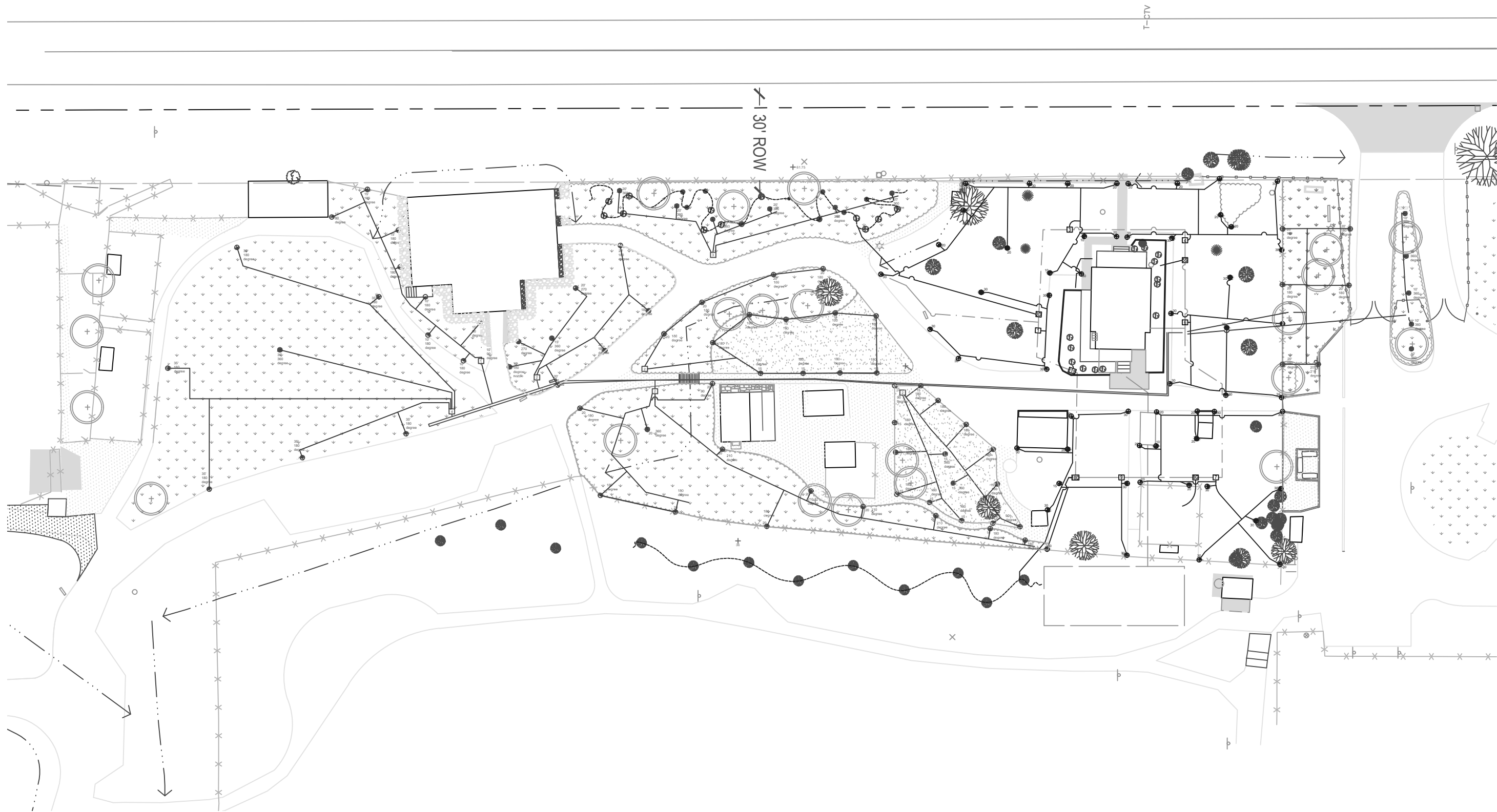
LOHR/MCINTOSH BARN EXTERIOR REHABILITATION & STRUCTURAL STABILIZATION PROJECT
LOHR/MCINTOSH FARM AGRICULTURAL HERITAGE CENTER
8348 UTE HIGHWAY (HIGHWAY 66) • LONGMONT, COLORADO

NOVEMBER 13, 2000
REVISED:
DEC. 5, 2001



	Electrical Outlet
	Water Spigot
	Barriers
	Construction Site

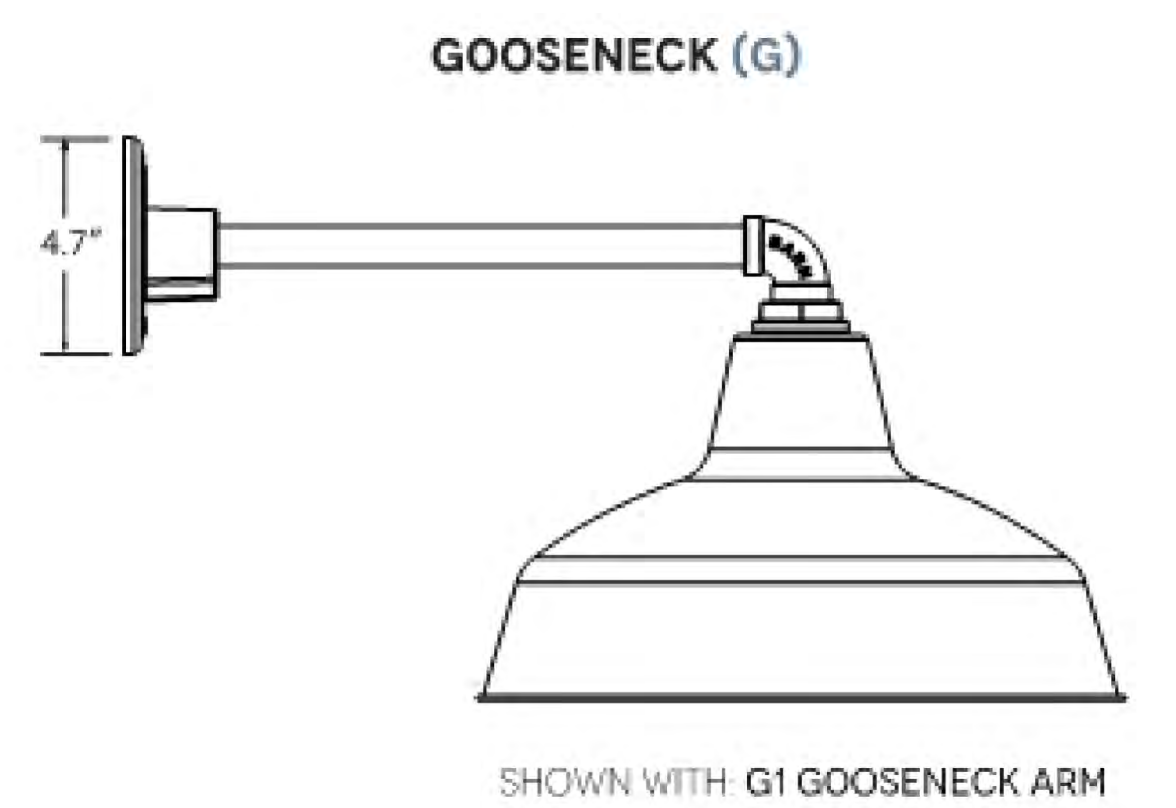




Boulder County
 Parks & Open Space
 5201 St. Vrain Road
 Longmont, CO 80503
 Phone: (303) 678-6200
 Fax: (303) 678-6180
 www.BoulderCounty.org

2020 Site Improvements - Irrigation Head Layout
 Agricultural Heritage Center
 Lohr McIntosh Farm 8348 Ute Highway

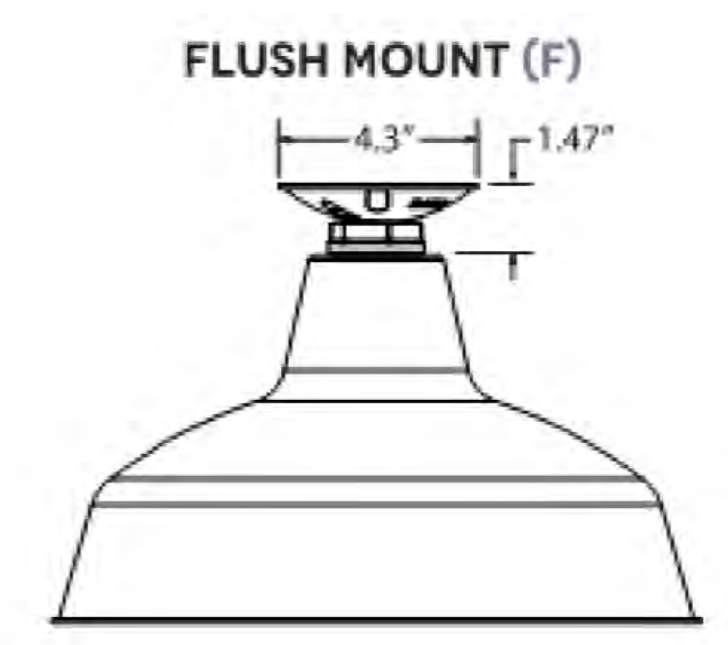
I1
 Drawing No.:
 Date: March 21, 2019
 Scale: as shown
 Drawn By: DM, BP



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



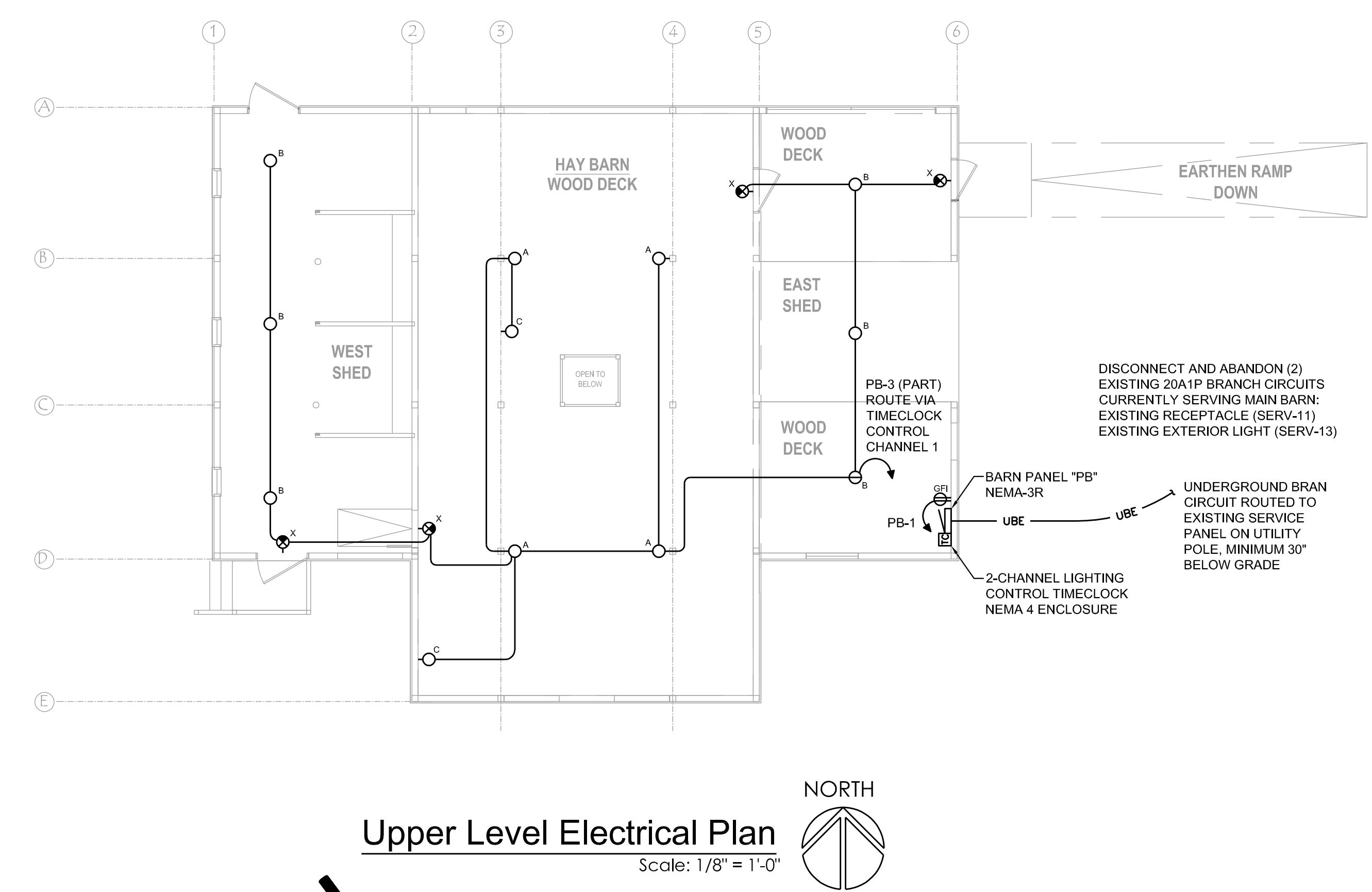
LUMINAIRE TYPE "C"
 LUMASCAPE: LS421LED16W4-NR-01-BL
 CENTRIA SERIES, 120V, 16WATT, 3000K, 14DEG
 NARROW SPOT, IP66 WET LOCATION ACCENT
 SPOT-LIGHT, BLACK, WALL MOUNT ON
 HORIZONTAL BEAM, AIM AT BARN FEATURE



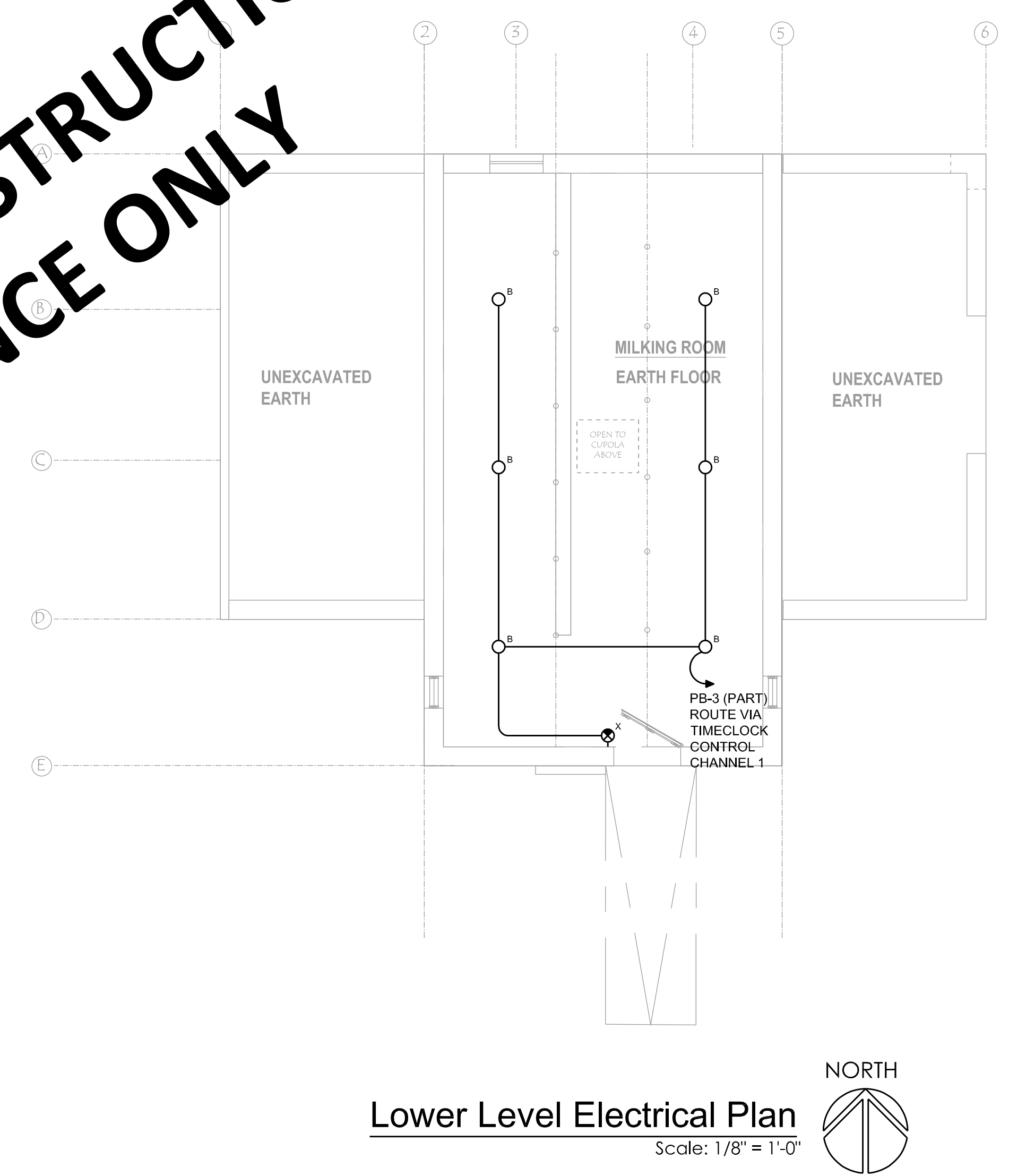
LUMINAIRE TYPE "B"
 BARNLIGHT: BLE-F-WHA12-300-FM-300-LED16-3000K-DL
 ASHLAND/AVALON SERIES, 120VOLT, 1250 LUMEN,
 3000K, DARK GREEN, FLUSH MOUNT ON UNDERSIDE
 OF ROOF/CEILING STRUCTURE



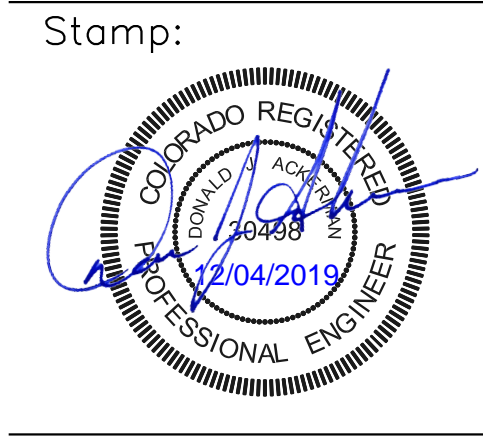
LUMINAIRE TYPE "X"
 DUAL-LITE: DYNCSGB6-HTR-KITSCR VANDAL
 COMBINATION EXIT/EGRESS LED, 120V, SINGLE FACE,
 NEMA 4X, SELF CONTAINED EM BATTERY WITH COLD
 TEMPERATURE OPTION, BLACK WITH GREEN LETTERS,
 WALL/BACK MOUNT ABOVE DOORS



NOT FOR CONSTRUCTION REFERENCE ONLY



ackerman engineering, inc.
 3000 Youngfield St, Suite 264
 Wheat Ridge, Colorado 80215
 Ph 303-278-7297
 Fx 303-278-9009
 www.aeiconsulting.com



**BOULDER COUNTY
 MCINTOSH BARN ADA UPGRADES**
 8348 UTE HIGHWAY
 LONGMONT, CO 80501

Key Plan
 NORTH

Issue:
 Construction Documents

Contents:
 Electrical Floor Plans

Date:
 December 5, 2019

Sheet Number:
 E 1

Lohr Homestead

McIntosh Barn Condition Assessment



**By Scott Mueller
9/21/16**

Lohr Homestead

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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.

Lohr Homestead

CONDITION ASSESSMENT

Physical Description

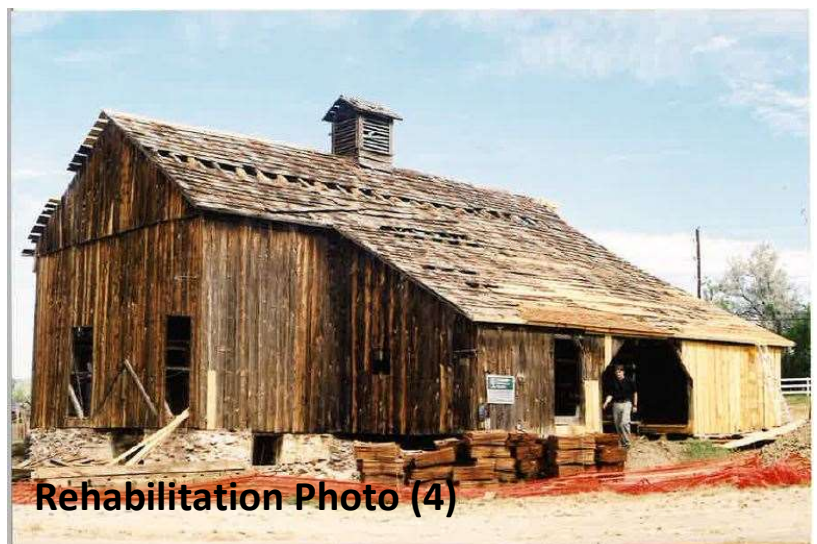
The McIntosh Barn is a Bank Barn in style and rectangular in shape. Its timber framed construction with a front-gable roof. The roof has wood shingles and an extended roof line for the hay carrier and a cupola at the center. The exterior has unfinished vernacular wood siding and doors.

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.



Lohr Homestead

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.



Photo-8 East Elevation



Photo- East Elevation-43

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 worn 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.

Lohr Homestead

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.

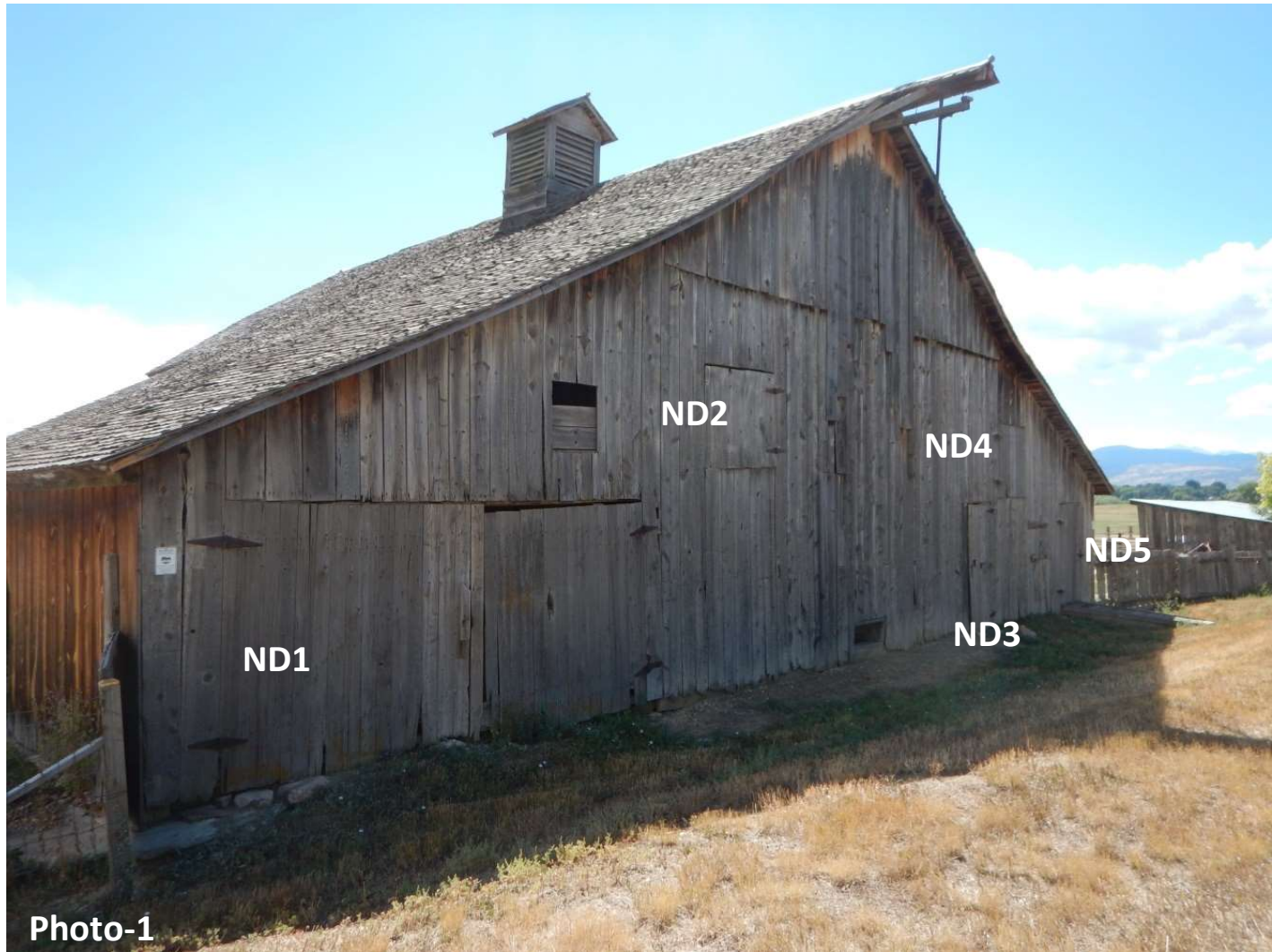
ASBESTOS REPORTS

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.

Lohr Homestead

Appendix

Elevations



North Elevation

Lohr Homestead



South Elevation

Lohr Homestead



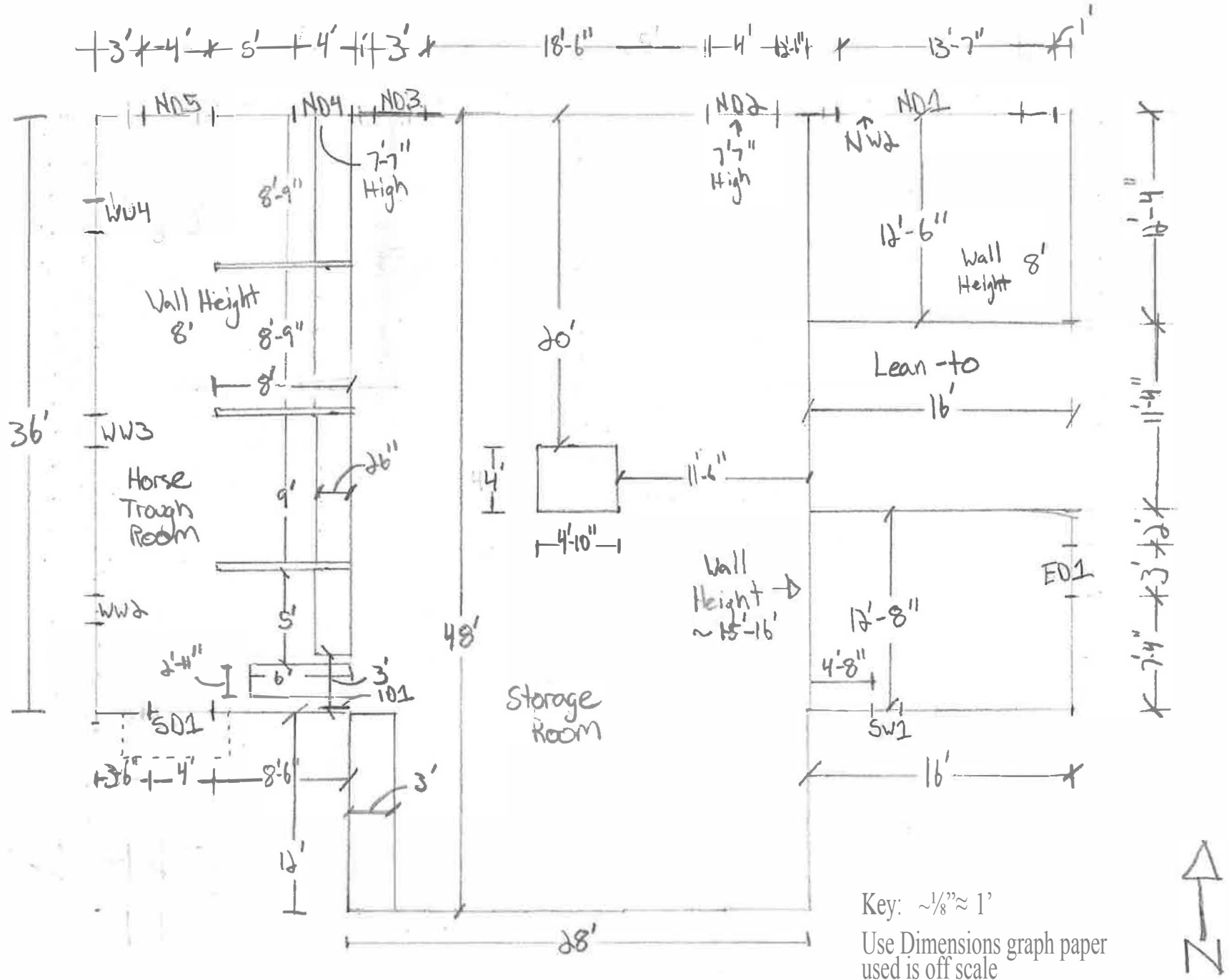
East Elevation

Lohr Homestead

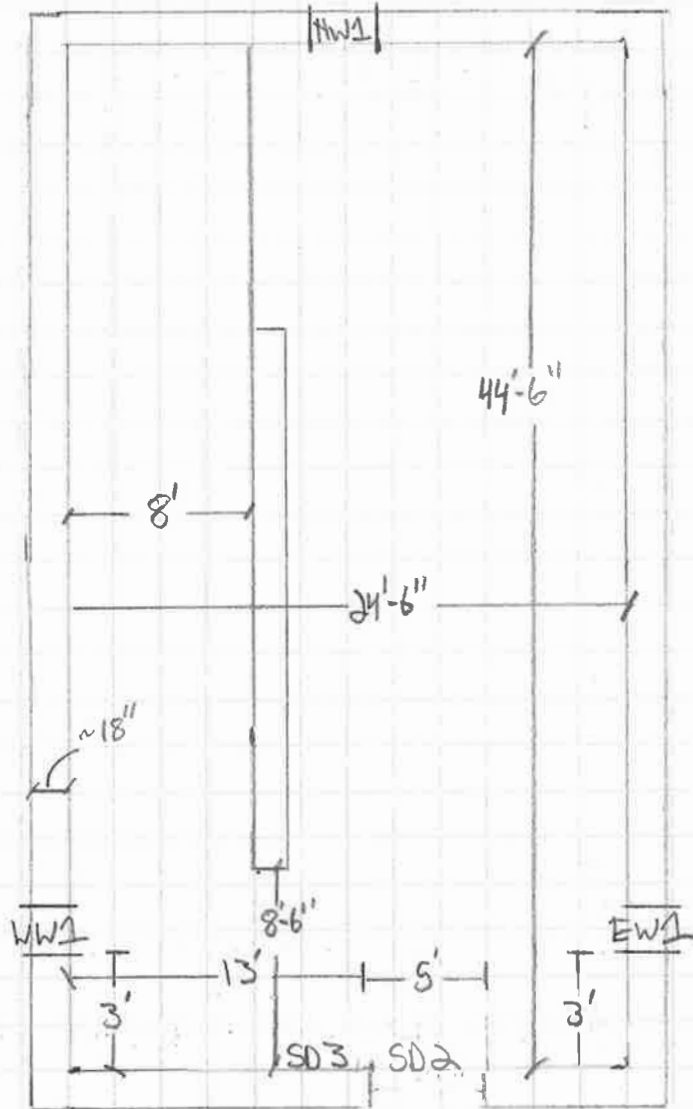


West Elevation





McIntosh Barn
9



- key
- 18' x 1'
 - Wall Height 7'-4"

Use Dimensions graph paper used is off scale

McIntosh Barn
Cellar

Door Schedule					
No.	Size		Hardware	Mat'l	Style/Condition
	Width	Height			
ND1	84½"	78¼"	Iron Hinges	WD	Vertical Vernacular Wood/ G- Minor Maintenance with some rot
	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						
No.	Size		Height	Hardware	Mat'l	Style/Condition
	Width	Height	Window Sill to Floor			
NW1	33½"	15½"	0"	N/A	WD	Screen/ G-Minor Maintenance
	34"	16"		Metal latch	WD	Three pane awning/ G-Minor Maintenance
SW1	27"	25"	42⅝"	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	Date: 9/1/16
Prepared by: Scott Mueller	Survey Sheet No.: 1 of 1 Site No: 6987

Locations	Materials	Conditions
Roof	Wood Shingles	F-shingles are cupping
Drainage	N/A	N/A

Elevations:

North	Vertical wood siding	G-minor maintenance
South	Vertical wood siding	G-minor maintenance
East	Vertical wood siding	G-minor maintenance
West	Vertical wood siding	G-minor maintenance

Windows:

North	Wood	(NW1) G-minor maintenance
South	Wood	(SW1) G-minor maintenance
East	Wood	(EW1) G-minor maintenance
West	Wood	(WW1-4) G-minor maintenance
Hardware	N/A	N/A
Trim	N/A	N/A

Doors:

North	Vertical wood siding	(ND1-5) G-minor maintenance
South	Vertical wood siding	(SD1-3) G-minor maintenance
East	Vertical wood siding	(ED1) G-minor maintenance
West	N/A	N/A
Hardware	Iron	F-hinges rusting
Trim	N/A	N/A
Features	Cupola	G-minor maintenance
Foundations	Stone/ Concrete	G-minor maintenance. Concrete on Westside

Key:

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	Date: 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
Other	Hay Carrier	F-functionality is not known
	Trough	F-section broken, falling apart

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 Ect.

Notes:

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

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 Ect.

Notes:

Interior-Survey Notes

Structure Name & No.: McIntosh Barn / 185	Location: Agricultural Heritage Center	
Room Name: Lean-to	Date: 9/1/16	
Prepared by: Scott Mueller	Survey Sheet No.: 3 of 4	Site No: 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	Wood	G-Minor Maintenance
Ceiling	Wood	G-Minor Maintenance
Doors	Wood	(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
Electrical	Outlets/Light Switch	G-Minor Maintenance
Plumbing	N/A	N/A
HVAC	N/A	N/A
Other	N/A	N/A

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 Ect.

Notes:

Interior-Survey Notes

Structure Name & No.: McIntosh Barn / 185	Location: Agricultural Heritage Center	
Room Name: Cellar	Date: 9/1/16	
Prepared by: Scott Mueller	Survey Sheet No.: 4 of 4	Site No: 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

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 Ect.

Notes:

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



Historic Photo-1

Rehabilitation Photo Log		
Structure Name: McIntosh Barn		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

Lohr Homestead



Rehabilitation Photo -2



Rehabilitation Photo -4



Rehabilitation Photo -1



Rehabilitation Photo -3



Rehabilitation Photo -6



Rehabilitation Photo -8



Rehabilitation Photo -5



Rehabilitation Photo -7



Rehabilitation Photo -10



Rehabilitation Photo -12



Rehabilitation Photo -9



Rehabilitation Photo -11

Photo Log		
Structure Name: McIntosh Barn		Location: Agricultural Heritage Center
Taken by: Scott Mueller		Date: 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

Lohr Homestead



Photo-2



Photo-4



Photo-1



Photo-3

Lohr Homestead



Photo-6



Photo-8



Photo-5



Photo-7

Lohr Homestead



Lohr Homestead



Photo-14



Photo-16



Photo-13



Photo-15



Photo-18



Photo-20



Photo-17



Photo-19

Lohr Homestead



Photo-22



Photo-24



Photo-21



Photo-23

Lohr Homestead



Photo-26



Photo-28



Photo-25



Photo-27



Photo-30



Photo-32



Photo-29



Photo-31





Photo-38



Photo-40



Photo-37



Photo-39



Photo-42



Photo-44



Photo-41



Photo-43



Photo-46



Photo-48



Photo-45



Photo-47

Lohr Homestead



Photo-50



Photo-52



Photo-49



Photo-51

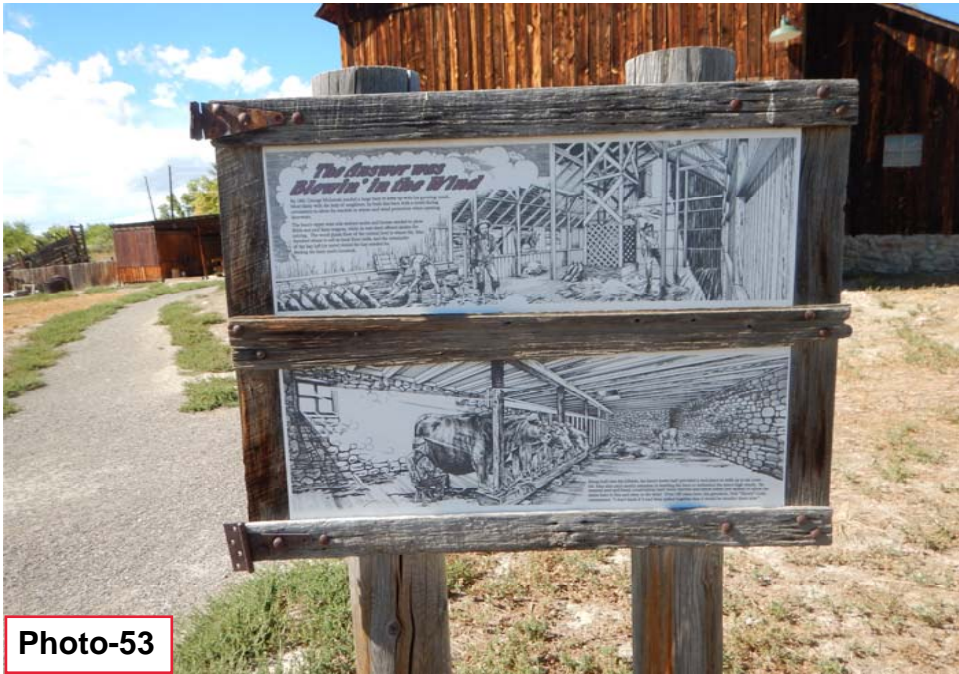
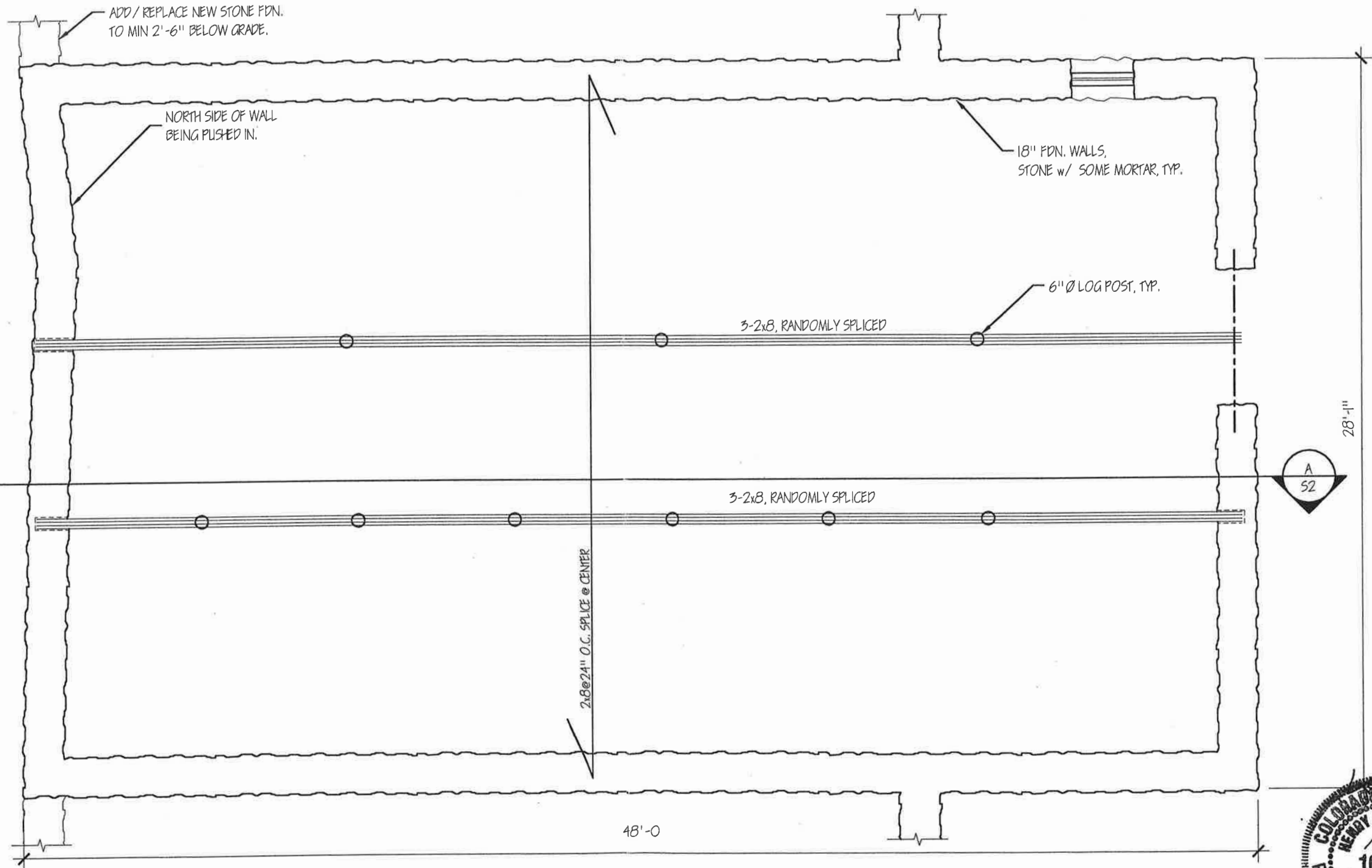


Photo-53

UNEXCAVATED EARTH

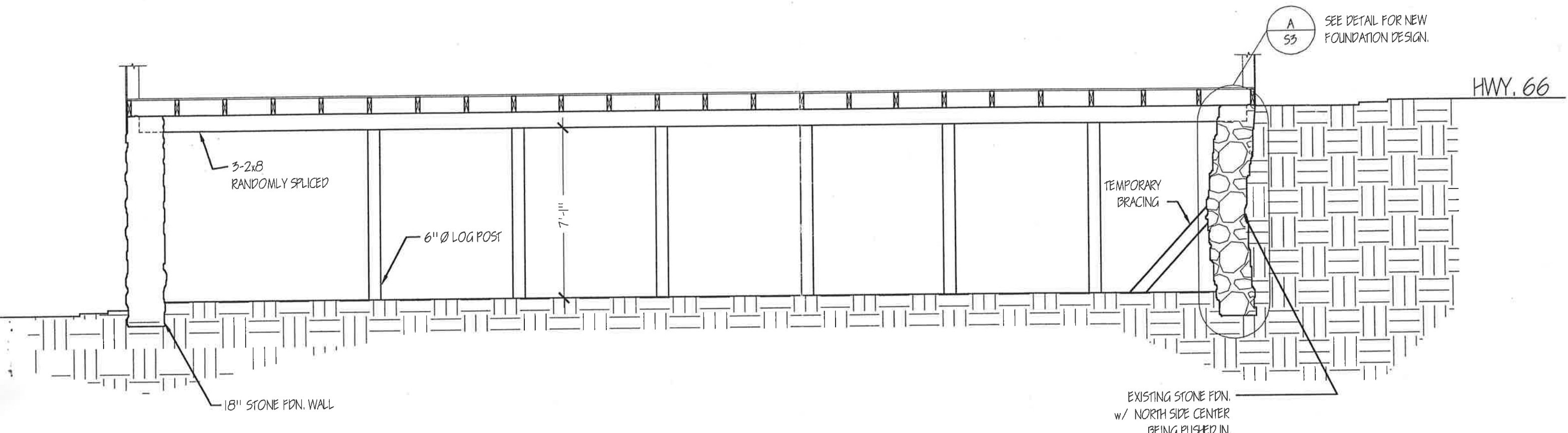


EXISTING BASEMENT PLAN

1/4" = 1'-0"



HENRY R. LOPEZ ASSOC. CONSULTING ARCHITECTURAL STRUCTURAL ENGINEERS 1526 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: 1/4" = 1'-0"	SUBMITTAL: PERMIT	REVISION: Δ	S1
		PROJECT NO. L02108		Δ	
		DATE: MAY 2, 2002		Δ	



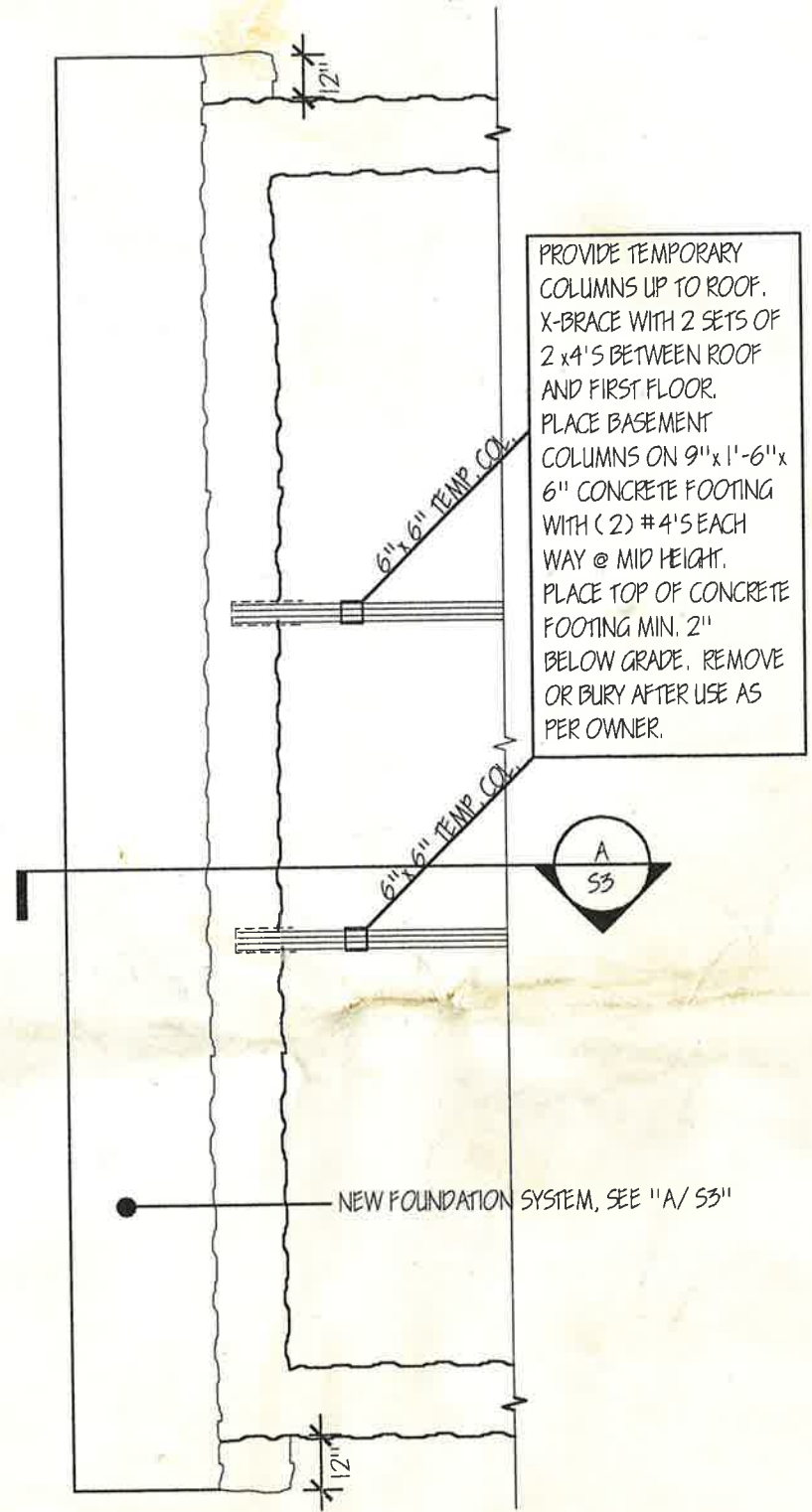
A
S2

EXISTING BASEMENT SECTION

1/4" = 1'-0"



HENRY R. LOPEZ ASSOC. CONSULTING ARCHITECTURAL STRUCTURAL ENGINEERS 1526 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: 1/4" = 1'-0"	SUBMITTAL: PERMIT	REVISION: Δ	S2
		PROJECT NO. L02108		Δ	
		DATE: MAY 2, 2002		Δ	



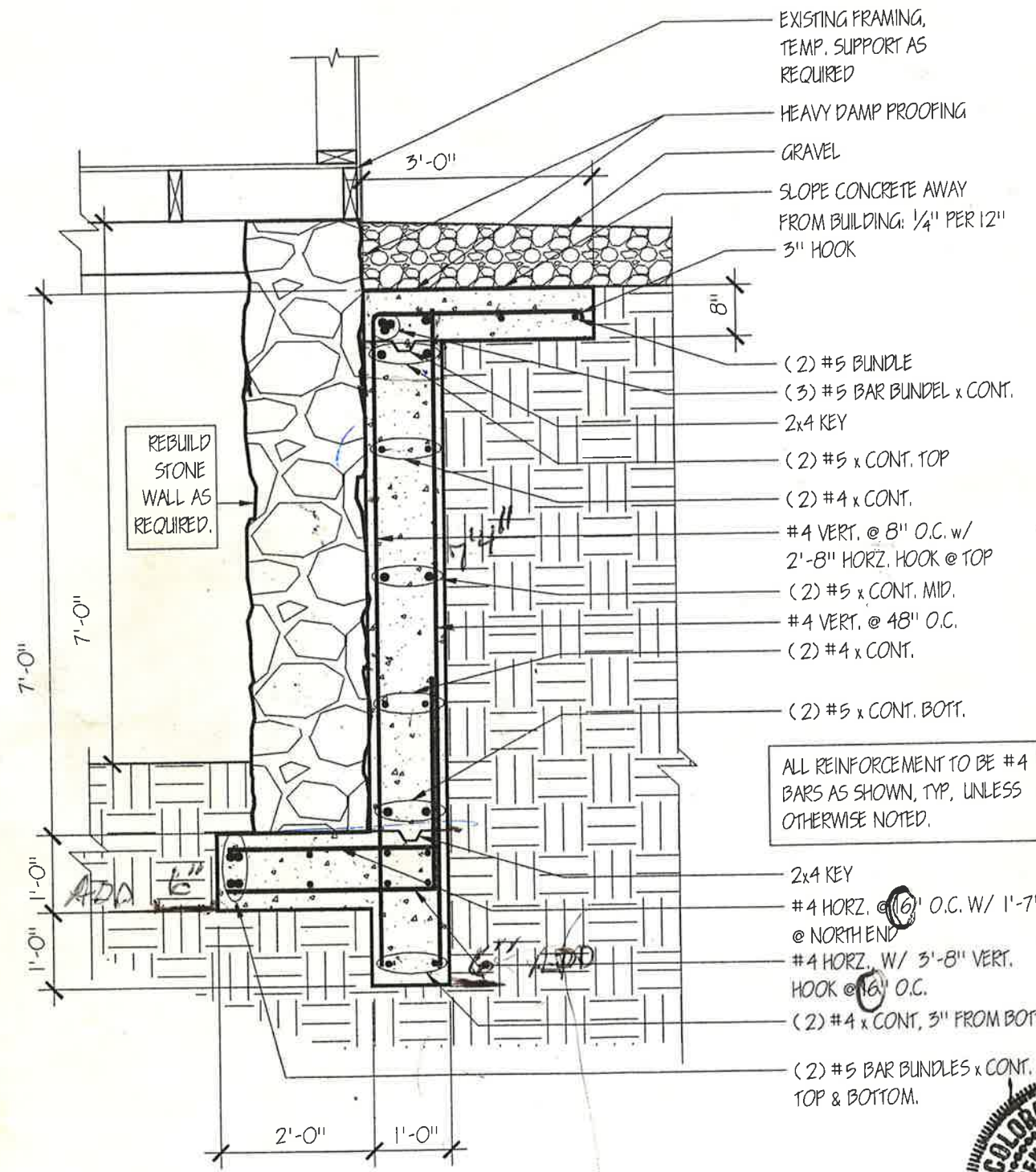
PROVIDE TEMPORARY COLUMNS UP TO ROOF. X-BRACE WITH 2 SETS OF 2 x 4'S BETWEEN ROOF AND FIRST FLOOR. PLACE BASEMENT COLUMNS ON 9"x1'-6"x6" CONCRETE FOOTING WITH (2) #4'S EACH WAY @ MID HEIGHT. PLACE TOP OF CONCRETE FOOTING MIN. 2" BELOW GRADE. REMOVE OR BURY AFTER USE AS PER OWNER.

NEW FOUNDATION SYSTEM, SEE "A/S3"



REVISED BASEMENT WALL PLAN

1/4" = 1'-0"

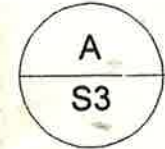


- EXISTING FRAMING, TEMP. SUPPORT AS REQUIRED
- HEAVY DAMP PROOFING
- GRAVEL
- SLOPE CONCRETE AWAY FROM BUILDING: 1/4" PER 12"
- 3" HOOK
- (2) #5 BUNDLE
- (3) #5 BAR BUNDLE x CONT.
- 2x4 KEY
- (2) #5 x CONT. TOP
- (2) #4 x CONT.
- #4 VERT. @ 8" O.C. w/ 2'-8" HORZ. HOOK @ TOP
- (2) #5 x CONT. MID.
- #4 VERT. @ 48" O.C.
- (2) #4 x CONT.
- (2) #5 x CONT. BOT.

ALL REINFORCEMENT TO BE #4 BARS AS SHOWN, TYP, UNLESS OTHERWISE NOTED.

- 2x4 KEY
- #4 HORZ. @ 16" O.C. w/ 1'-7" HOOK @ NORTH END
- #4 HORZ. w/ 3'-8" VERT. HOOK @ 16" O.C.
- (2) #4 x CONT, 3" FROM BOT.
- (2) #5 BAR BUNDLES x CONT. TOP & BOTTOM.

REBUILD STONE WALL AS REQUIRED.



NEW FOUNDATION WALL

1/2" = 1'-0"



LOPEZ-ASSOC.
STRUCTURAL STRUCTURAL ENGINEERS
STREET, SUITE 206
ADO 80302
X:303/447-2814

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

SCALE: 1/4" = 1'-0"	SUBMITTAL: PERMIT	REVISION: Δ	S3
PROJECT NO. L02108		Δ	
DATE: MAY 2, 2002		Δ	

Contract

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

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks & 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. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (i) in a good and workmanlike manner, (ii) at its own cost and expense, (iii) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (iv) in strict accordance with the Contract. County and its representatives shall have access to the Work at all times.

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

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

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

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

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

f. Any claim for an increase in the **Contract Amount** shall be made and generally described by Contractor in writing and delivered to County promptly, in no event later than thirty

(30) days after the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered to County within sixty (60) days after such occurrence and shall be accompanied by Contractor's written statement that the amount claimed covers all known amounts to which Contractor is entitled as a result of the occurrence of said event. All claims for increase in the **Contract Amount** shall be determined by County if the Parties are unable to otherwise reach agreement on the claim.

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

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

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

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

schedule. Contractor shall promptly notify County of any aspect of the Work that will not be delivered or accomplished according to the initial schedule.

9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

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

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. **Termination**

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): *The phrase "unauthorized worker" as used in this provision shall have the same and intended meaning as "illegal alien" as such phrase is used in C.R.S. §§ 8-17.5-101, et seq.* Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an unauthorized worker who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the

department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an unauthorized worker, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

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

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract. Contractor shall not contract with a person or entity to whom County has made a reasonable objection.

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

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

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

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

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for insuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Contractor shall promptly notify County if any drawings or specifications are at variance with any laws, regulations, ordinances, or codes. If Contractor performs any Work contrary to such laws, regulations, ordinances, or codes, Contractor shall bear all costs arising therefrom. County approval of the Work or any aspect of Contractor's performance, such as drawings, specifications, plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

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

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

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

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

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

42. County Opportunity to Review: Contractor shall provide County with the opportunity to review and approve or take other appropriate action upon the Contractor's submittals, such as Shop

Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

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

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

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

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

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

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

49. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater

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

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

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

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

53. Geographic Information System (GIS) Data: [RESERVED]

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

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

a. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Parties agree that the Contract Amount includes the total cost of Unit Price Work, determined by multiplying the quantity of each item by its unit price. Initial quantity determinations

are estimates, which must be adjusted to reflect actual quantities. Contractor shall make a claim in writing to County for any additional amounts owed where actual quantities exceed estimated quantities. Contractor shall provide such written claim within twenty (20) days of providing the items and shall be accompanied by supporting documentation. The written claim shall include a statement that the claimed amount covers all known amounts (direct, indirect and consequential) to which Contractor is owed. County shall only pay Contractor for actual quantities of items provided hereunder.

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

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

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

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

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

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

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

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

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

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

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

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

i. **Commercial General Liability**

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

ii. **Automobile Liability**

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

iii. **Workers' Compensation and Employer's Liability**

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

iv. **Umbrella / Excess Insurance**

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

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

[Signature Page to Follow]

SAMPLE

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

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