



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**INVITATION TO BID**  
**COVER PAGE**

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BID Number:	<b>7429-23</b>
BID Title:	<b>AGRICULTURAL OPEN SPACE GROUND WATER WELL IMPROVEMENTS PROJECT</b>
Mandatory Pre-Bid Meeting:	<b>N/A</b>
BID Questions Due:	<b>FEBRUARY 21, 2023 – 2:00 P.M.</b>
Submittal Due Date:	<b>MARCH 9, 2023 – 2:00 P.M.</b>
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	<b>BID Instructions</b> <b>Bond Requirements</b> <b>Terms and Conditions</b> <b>Specifications</b> <b>Insurance and W-9 Requirements</b> <b>Bid Tab Section</b> <b>Submittal Checklist</b> <b>Signature Page</b> <b>Attachment A: Well Sites Overview Map</b> <b>Attachment B-J: Individual Well Site Specifications</b> <b>Attachment K: Purchase Order Terms</b> <b>Attachment L: Sample Contract</b>



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## **BID INSTRUCTIONS**

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### **BACKGROUND:**

The Boulder County Parks and Open Space Department (BCPOS) is seeking bids from qualified State of Colorado licensed well contractors for researching State permit status, assessment of the production capability and groundwater static level, assessment of the condition of pumps and casings, improvements and/or rehabilitation of existing wells, potential development of new wells, and other tasks. Throughout Boulder County's years of property acquisitions conserving land as open space, Boulder County has taken ownership of many existing groundwater wells in various states of State permitting compliance, operability, and condition. The BCPOS Water Resources team is working to maintain and improve the county's knowledge of these systems, establish or update permitting status, and improve safety, production, and operational conditions for beneficial uses on county properties.

### **CONTRACT LANGUAGE:**

The successful bidder will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning. Work will not commence until the County has issued a Notice to Proceed to the selected Contractor.

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.

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

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

Payment and Performance Bond requirements are addressed in the attached Sample Contract. Payment and Performance bonds will be required for bids over \$50,000.00. Bonds must be received and approved, by the County, prior to work commencing. If applicable, Retainage and a Notice of Final Settlement posting will be required.

**PAYMENT FOR SERVICES:**

The Project will be structured to be completed in different phases described below in the specifications section. Invoicing and payment will occur following completion of each work task as described in the Specifications section of the Project and once said deliverables are inspected and approved by the County.

Contractor shall submit, in writing, to Boulder County, a request for payment. 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 property name, task completed, current date, invoice number, terms of payment, amount due, and current return address.

Additionally, payment for Project awarded is subject to the terms and conditions of the Boulder County issued Purchase Order.

**PRE-BID MEETING:**

A Pre-bid meeting will NOT be held for this Project.

**ATTACHMENTS:**

The following documents are part of this BID:

1. Attachment A: Well sites overview map
2. Attachment B: CHPRCF Buffalo Gulch Well
3. Attachment C: Admore Well
4. Attachment D: Warembourg Louisville Well
5. Attachment E: Mayhoffer et al New Well Estimate
6. Attachment F: AHI Longmont Farms Well
7. Attachment G: AHI SE Pivot Vault
8. Attachment H: Zapf Well
9. Attachment I: Alexander Dawson Well
10. Attachment J: Roberts Well Abandonment
11. Attachment K: Purchase Order Terms and Conditions
12. Attachment L: Sample Contract

**WRITTEN INQUIRIES:**

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. on **FEBRUARY 21, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **FEBRUARY 28, 2023**.

**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 MARCH 9, 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 proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

Email [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **BID # 7429-23** in the subject line.

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

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

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



**AMERICANS WITH DISABILITIES ACT (ADA):**

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



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## **TERMS AND CONDITIONS**

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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 subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
  6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
  7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the Purchasing email address prior to the time indicated in the "Invitation to Bid."
  8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
  9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
  10. Confidential/Proprietary Information: Bids submitted in response to this "Invitation to Bid" and any resulting contract are subject to the provisions of the Colorado Open Records Act,

24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

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

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <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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## **SPECIFICATIONS**

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### **SPECIFICATIONS:**

This Project will be completed in several prioritized tasks (described below) by a State of Colorado licensed well contractor. The comprehensive scope of this Project includes nine (9) well sites across Boulder County Parks and Open Space properties. Following completion of each work task, for each individual property, and approval, by the County, Contractor may submit invoices to County for payment.

### **PROJECT TASKS:**

The following Project tasks are listed for completion in order of priority and will be completed to the extent the allocated Project budget allows. The selected Contractor will coordinate with the designated project manager with any opportunities for simultaneous multiple project work.

Task 1: Groundwater wells permit applications for all applicable projects

1. Conduct on-site assessments for all wells
2. File all appropriate reports for well work with State of Colorado as needed

Task 2: Rock Creek Farm Buffalo Gulch Well Improvements

1. Refer to Attachment B: CHPRCF Buffalo Gulch Well for project description
2. Abandonment of adjacent non-functioning wells

Task 3: Admore Well Improvements

1. Refer to Attachment C: Admore Well for full project description

Task 4: Warembourg Louisville Well Improvements

1. Refer to Attachment D: Warembourg Louisville Well for full project description

Task 5: Mayhoffer et al New Well Estimate

1. Refer to Attachment E: Mayhoffer et al New Well Estimate for full project details

Task 6: AHI Longmont Farms Well Improvements

1. Refer to Attachment F: AHI Longmont Farms Well for full project details

Task 7: AHI SE Pivot Vault Improvements

1. Refer to Attachment G: AHI SE Pivot Vault for full project details

Task 8: Zapf Well Improvements

1. Refer to Attachment H: Zapf Well for full project details

#### Task 9: Alexander Dawson Well Improvements

1. Refer to Attachment I: Alexander Dawson Well for full project details

#### Task 10: Beacham Roberts Well Abandonment

1. Refer to Attachment J: Beacham Roberts Well Abandonment for full project details

The nine (9) well locations are as follows:

- |                                      |   |
|--------------------------------------|---|
| 1. CHPRCF Buffalo Gulch Well         | 2205 S 112 <sup>th</sup> Street, Broomfield, CO 80027 |
| 2. Admore Well                       | 9182 Dillon Road, Louisville, CO 80027                |
| 3. Warembourg Louisville Well        | 9305 Dillon Road, Louisville, CO 80027                |
| 4. Mayhoffer et al New Well Estimate | 2701 McCaslin Blvd., Superior, CO 80027               |
| 5. AHI Longmont Farms Well           | 8612 N 63 <sup>rd</sup> Street, Longmont, CO 80503    |
| 6. AHI SE Pivot Vault                | 7171 Pike Road, Longmont, CO 80503                    |
| 7. Zapf Well                         | 6412 Hygiene Road, Longmont, CO 80503                 |
| 8. Alexander Dawson Well             | 10455 Dawson Drive, Lafayette, CO 80026               |
| 9. Roberts Well Abandonment          | 2396 N 95 <sup>th</sup> Street, Boulder, CO 80301     |

#### AG LEASED LAND

Each work location occurs within actively leased agricultural land. Coordination with the County is required approximately **one week prior to mobilizing work** on each property in order for the County to notify current tenants who hold a Lease on the property, of upcoming coordinated operations and Projects tasks. The County will determine if access is authorized based upon the tenant operations.

#### BOULDER COUNTY RESPONSIBILITIES:

1. Provide Project area maps and all available background information
2. Provide Property access
3. Land tenant operations coordination
4. Project progress coordination
5. Finished product quality confirmation
6. Submitting contractor invoices for payment according to invoicing terms

#### CONTRACTOR RESPONSIBILITIES:

1. Permitting and State reporting requirements
2. Providing copies of State reports to the County
3. Well systems evaluations and troubleshooting
4. Obtaining all necessary subcontracting for applicable work beyond the primary contractor's abilities, certifications, or licensures to complete
5. Coordination with County on project recommendations, components, costs, and designs
6. Calculate and coordinate anticipated project materials requirements and expenses prior to implementation/construction for each project phase
7. Completing all agreed upon work within project timelines and to the standards specified by the state and the County

8. Electronically submitting invoices to County in a timely fashion appropriate for the project completion timelines.

**DELIVERABLES:**

Task 1; Permitting applications for all nine (9) properties: May 1, 2023  
Tasks 2 – 10; Project work: December 29, 2023

**WARRANTIES:**

Contractor will provide the County with applicable warrantee information for work performed and system components for each task within the overall Project.

**PERMITS, LICENSES, LOCATES AND CODES:**

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

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

**CONTRACTOR LICENSING:**

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

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

**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:**

The date of completion will be on or by **DECEMBER 29, 2023**.

**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, sunrise to sunset**. 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**

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### **INSURANCE REQUIREMENTS:**

<b>General Liability</b>	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
<b>Automobile Liability</b>	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
<b>Worker's Compensation and Employer's Liability</b>	Statutory limits
<b>Umbrella / Excess Insurance</b>	Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form
<b>Professional Liability or Errors and Omissions</b>	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
<b>Pollution Liability</b>	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

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

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



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**BID TAB SECTION**

Item No.	Service Description	Is service provided?	Cost	Unit	Extended Cost
1	Well inspection, diagnostics	Y -or- N	\$_____ /	_____	\$_____
2	Well yield/recovery measurement	Y -or- N	\$_____ /	_____	\$_____
3	Well depth measurement	Y -or- N	\$_____ /	_____	\$_____
4	Pull pump & components evaluation	Y -or- N	\$_____ /	_____	\$_____
5	Domestic service call	Y -or- N	\$_____ /	_____	\$_____
7	Well permit application, construction, & installation reports	Y -or- N	\$_____ /	_____	\$_____
8	Submersible pump installation	Y -or- N	\$_____ /	_____	\$_____
9	Casing scrubbing/cleaning	Y -or- N	\$_____ /	_____	\$_____
10	Air development	Y -or- N	\$_____ /	_____	\$_____
11	Sediment removal	Y -or- N	\$_____ /	_____	\$_____
12	Well development (\$/hr)	Y -or- N	\$_____ /	_____	\$_____
13	Well testing: Over-pumping (\$/hr)	Y -or- N	\$_____ /	_____	\$_____
14	Drilling 12.25" bore	Y -or- N	\$_____ /	ft	\$_____
15	Drilling 7 7/8" bore	Y -or- N	\$_____ /	ft	\$_____
16	Steel casing install 8 5/8" x 0.188 wall	Y -or- N	\$_____ /	ft	\$_____
17	Steel casing install 4 1/2" solid	Y -or- N	\$_____ /	ft	\$_____
18	Steel casing install 4 1/2" slotted	Y -or- N	\$_____ /	ft	\$_____
<b>Item No.</b>	<b>Service Description</b>	<b>Is service provided?</b>	<b>Cost</b>	<b>Unit</b>	<b>Extended Cost</b>

19	Anulus grouting, filter packing	Y -or- N	\$_____ / _____	\$_____
20	Well plug & abandon	Y -or- N	\$_____ / _____	\$_____
21	Mobilization	Y -or- N	\$_____ / _____	\$_____
22	Mileage	Y -or- N	\$_____ / _____	\$_____
23	Shed/small structure removal	Y -or- N	\$_____ / _____	\$_____
24	Welding/fabrication	Y -or- N	\$_____ / _____	\$_____
25	Concrete removal	Y -or- N	\$_____ / _____	\$_____
26	Electrical work	Y -or- N	\$_____ / _____	\$_____
27	Excavation/grading	Y -or- N	\$_____ / _____	\$_____
28	Well & pumping system design work	Y -or- N	\$_____ / _____	\$_____
29	Other: _____	Y -or- N	\$_____ / _____	\$_____
30	Other: _____	Y -or- N	\$_____ / _____	\$_____

**BID TOTAL**    \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of person and title submitting BID (PLEASE PRINT)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date



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## **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:

<b>INCLUDED</b>	<b>ITEM</b>
	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. <b>Specifically list any deviations and provide justification for each deviation.</b>
	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
	Payment Bond and Performance Bond – Ability to meet requirement
	W-9 from current year
	Signature Page
	Line Item Pricing Question Response with Signature
	Addendum Acknowledgement(s) – IF APPLICABLE

**THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE:** Bidder will answer Yes or No indicating compliance and complete signature block below:

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

---

Company Name

---

Name of person and title submitting BID (PLEASE PRINT)

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Signature of Bidder Date



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### **SIGNATURE PAGE**

<b>Contact Information</b>	<b>Response</b>
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.

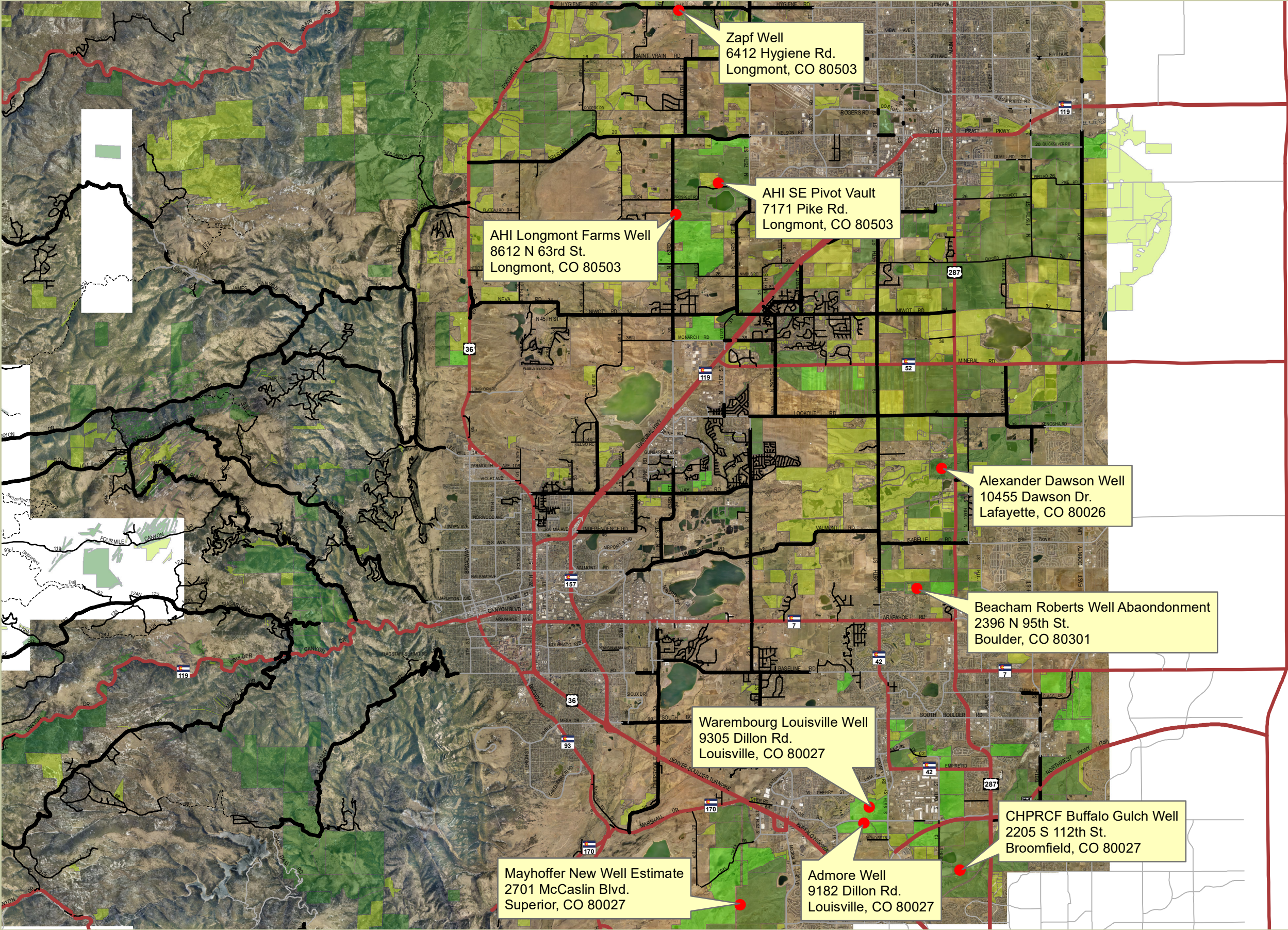
(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_  
**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.







**CHPRCF BUFFALO GULCH WELL # 21908-F**

**Background and Planned Use:**

The Buffalo Gulch well was originally installed as an irrigation source and a source for filling Sterns Reservoir to the north. Aging infrastructure and changing property needs now require work be done to maintain operability, and Boulder County intends only to use this water source for livestock water with a flow rate no greater than 15 gallons per minute moving forward.

**Scope of Work:**

1. Recorded well location on permit needs to be corrected, well owner name updated, and required permitting application and reports need to be submitted to the State of Colorado
2. Obtain a Deconstruction Permit and complete the Jobsite Construction Recycling Checklist from Boulder County Community Planning & Permitting
3. Old pumping equipment, wiring, and plumbing/pipes at well house need to be removed
4. Well house structure needs to be replaced with a post mounted exterior utilities panel
5. Updated electrical service and pump controls installed on exterior utilities panel
6. New 220V submersible pump system installed with pump controls
  - a. Manual on/off switch
  - b. Mechanical timer switch (GE indoor/outdoor 24 hr. heavy duty mechanical time switch or equivalent)
7. New 2" main line plumbed from pump to buried 2" brass shutoff valve with valve box access and 3' bury frost-free hydrant.
8. New sealed lid for well casing

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Well Location Map:



**Well Photo:**

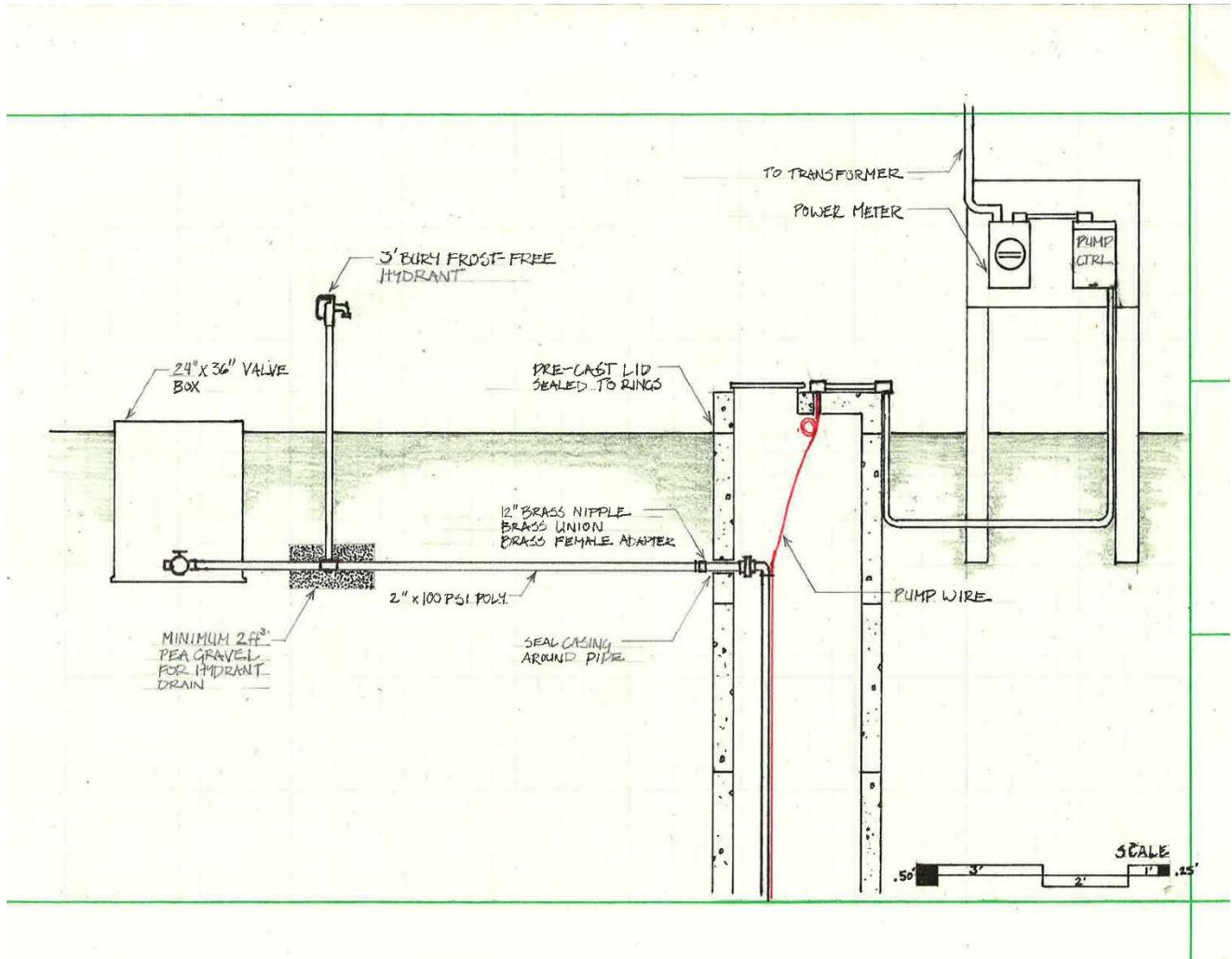




## Plan View Installation Layout:



Section View Detail:



**ADMORE WELL # 63861**

**Background and Planned Use:**

An existing well for the property's livestock water system is housed inside a shed structure which is in need of removal to be replaced with post-mounted pump controls and electrical service. Existing electrical service from the transformer runs overhead to the shed, which supplies power to the pump and the shed's electrical outlets. Currently, a manual breaker on/off switch for the pump is mounted to the power pole next to the meter (visible behind shed in picture below). During work to remove the shed we'd like to consolidate all pump controls and power outlet to the existing pole and install buried electrical to the well casing.

**Scope of Work:**

1. Update well owner name with State of Colorado
2. Obtain a Deconstruction Permit and complete the Jobsite Construction Recycling Checklist from Boulder County Community Planning & Permitting
3. Disconnect existing electrical line to shed
4. Remove existing shed and all materials inside
5. Install new buried electrical in conduit to well
6. Mount new pump controls inside post mounted outdoor rated box on existing utility pole
  - a. Electrical outlet breaker
  - b. Pump breaker
  - c. Manual pump on/off switch
  - d. Mechanical timer switch  
(GE indoor/outdoor 24 hr. heavy duty mechanical time switch or equivalent)
7. Install outdoor 120V outlet next to pump controls box on pole
8. Fabricate and install steel pipe protective structure around well casing
  - a. Dimensions:
    - i. 36" width
    - ii. 36" length
    - iii. 30" height from ground surface
  - b. Material:
    - i. 2 3/8" oilfield pipe, welded, primed, & painted
  - c. Anchor to existing concrete slab or set upright posts in concrete
9. Pull pump, clean, service as necessary
10. Install updated well seal

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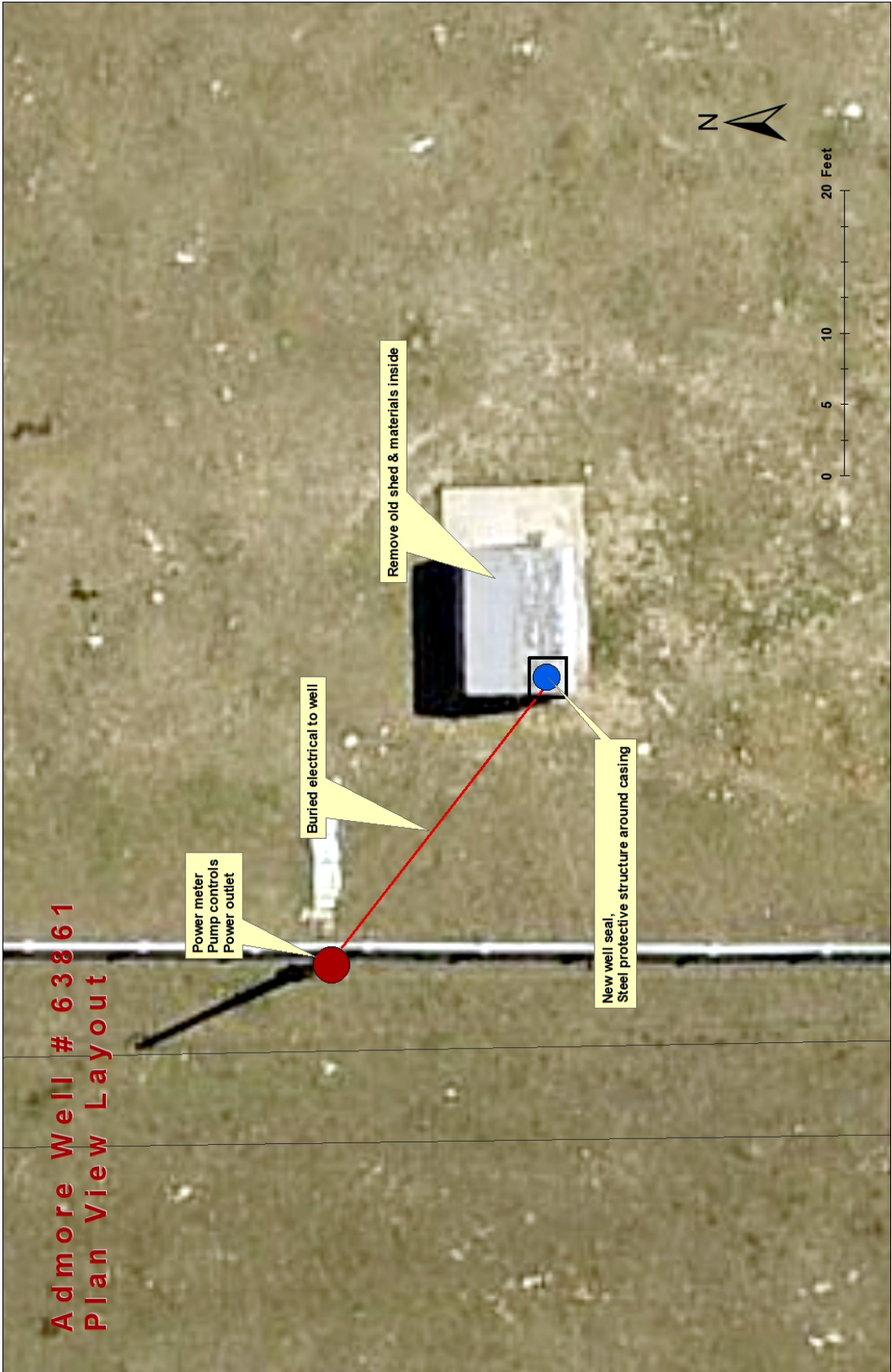


**Site Photos:**





Site Plan View Detail:





**WAREMBOURG LOUISVILLE WELL #12974-R**

**Background and Planned Use:**

This well has traditionally been kept in service for livestock water with the windmill, but, was put out of commission about four (4) years ago during a windstorm. To get it back into operating condition, we plan to convert the well to a solar pump and hopefully use the existing windmill tower for mounting panels and the solar charge controller. There is an existing buried PVC water line that should be plumbed into a pitless adapter and able to be located for installing a shutoff valve and valve box.

**Scope of Work:**

1. Update well location and owner name with the State of Colorado
2. Remove existing well seal, windmill pump shaft, and water lift valve assembly
3. Conduct full well diagnostics
  - a. Yield measurement
  - b. Depth measurement
  - c. Video inspect casing
  - d. Clean, disinfect as necessary
4. Install new well seal
5. Install RPS 400 Solar Pump System
  - a. Custom fabricated brackets for panels and controller may be needed for mounting to existing tower
    - i. Bottom of panels 6' from ground
    - ii. Solar charge controller 5' from ground
    - iii. Battery box sitting on concrete paver pad, no direct ground contact
    - iv. All wiring protected by conduit
  - b. Include 48V extended battery bank ( four 12V 160Ah GEL batteries) from RPS Solar in outdoor rated box
  - c. Solar pump system may have to change if required pump depth exceeds 200 ft
6. Install 160 – 200 psi rated 1" HDPE pipe from existing pitless adapter to new brass gate valve shutoff in 24" x 36" valve box
7. Run float switch/tank sensor wire to valve box
8. Re-install wire cattle panel fence around well, tower, and valve box

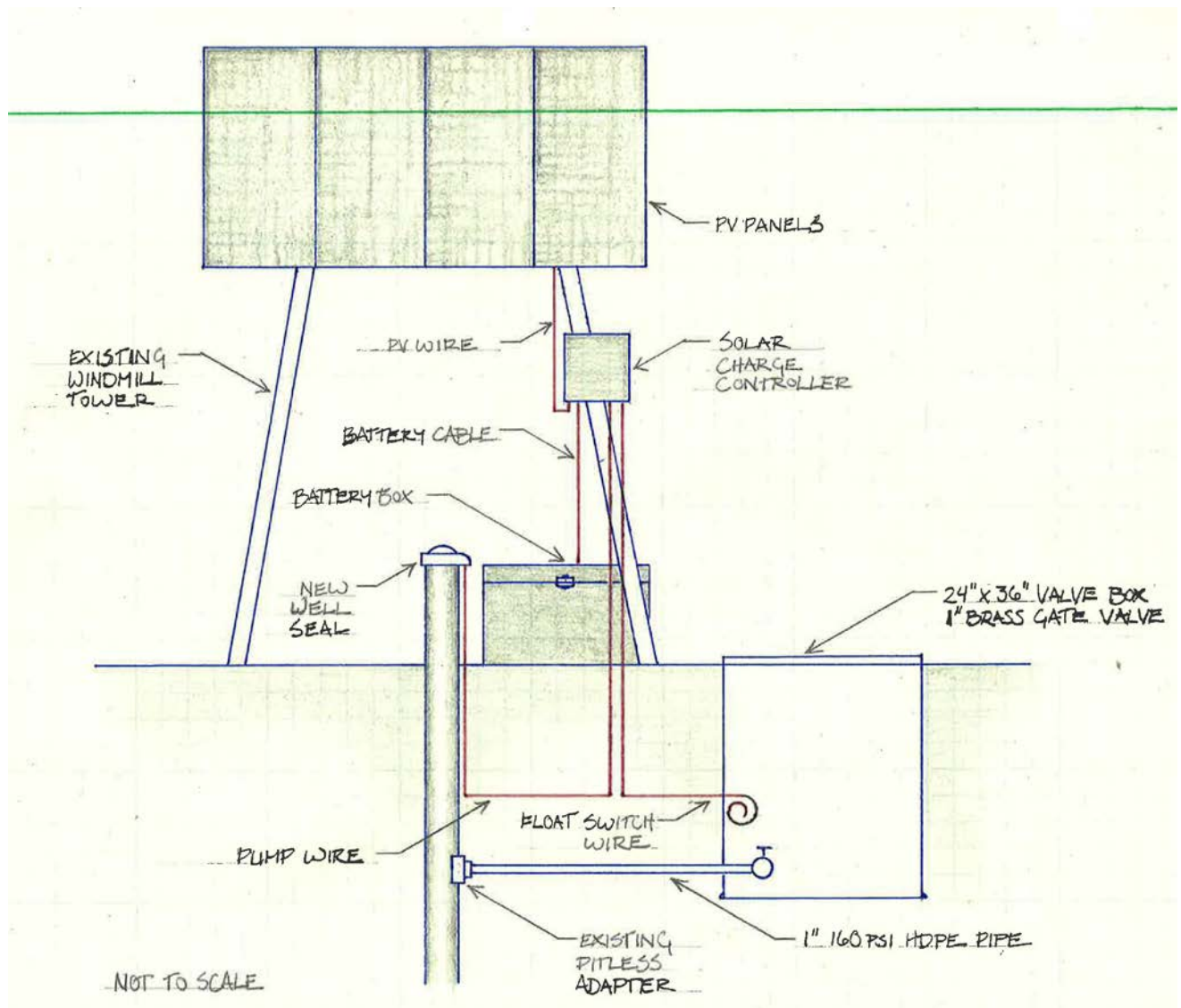
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**Site Photo:**



## Section View Detail:



**MAYHOFFER ET AL NEW WELL DEVELOPMENT DESIGN AND ESTIMATE**

**Background and Planned Use:**

For several years, reliable access to livestock water within these rangelands has been increasingly unavailable, resulting in increasing reliance on fewer water sources, increased tenant and county water hauling expenses, and significant costs and repairs to the one (1) existing well which provides domestic water as well as livestock water. Lack of stock water access is also negatively impacting grazing management and limiting accomplishment of rangeland goals.

A new well would serve the grazing lands around the surrounding area and reduce livestock demand on the existing overtaxed domestic system. This new well would be drilled to pump groundwater from the Fox Hills sands formation. The hydrogeologic report provided with this attachment indicates approximate depths of the Fox Hills formation in the immediate well site area. The well is intended to supply water to a large capacity cistern, which could then be the source for a planned gravity fed system of livestock water pipelines and troughs.

**Scope of Work:**

1. Coordinate with project manager on design details for the well, pumping system, and water storage.
2. Develop a cost estimate for the system design
3. Draft plan for permitting and construction with approximate project timelines.
4. Submit well permit application
5. Extent of construction determined with the project manager following estimation of costs and approval of permit application.

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GEOLOGIC RESOURCES  
INVESTIGATIONS  
AND DEVELOPMENT



ORIGINATORS OF "FLEXIFRAC" WATER WELL STIMULATION SERVICE  
Hydrogeology      Geology for Land Use Planning      Environmental Geology

April 25, 1997

Mr. Mark Grundy, Resource Specialist  
City of Boulder  
Open Space Operations  
66 South Cherryvale Road  
Boulder, CO 803203  
Telephone: 303-441-4142

Subject: Invoice for hydrogeologic investigation and report on the ground water resources in portions of the Marshall Mesa Management Area.

## INVOICE

Charges for professional services as outlined in our proposal to you dated April 10, 1996.....\$1900.

Please give me a call if there are any questions. Thank you for giving us the opportunity to work with you on this project.

Sincerely,

James P. Waltz, Ph. D.  
President  
GRID Company

April 25, 1997

Mr. Rob Alexander  
Agricultural Resources  
Boulder County Parks & Open Space  
Boulder County Fairgrounds  
9595 Nelson Road  
Longmont, CO 80501  
Telephone: 303-678-6239

GEOLOGIC RESOURCES  
INVESTIGATIONS  
AND DEVELOPMENT

ORIGINATORS OF "FLEXIFRAC" WATER WELL STIMULATION SERVICE  
Hydrogeology      Geology for Land Use Planning      Environmental Geology

Subject: Invoice for hydrogeologic investigation and report on the ground water resources in portions of the Marshall Mesa Management Area.

## INVOICE

Charges for professional services as outlined in our proposal dated April 10, 1996:

Senior Professional Time: 9 hrs @ \$100/hr.....\$900.  
(Review of literature and documents, site visits  
on December 19, 1996 and April 22, 1997, and  
preparation of report dated 4-25-97)

Expenses: .....\$50.  
(Travel/200 miles; telephone, secretary, etc.)

Total Due.....\$950.

Please give me a call if there are any questions. Thank you for giving us the opportunity to work with you on this project.

Sincerely,



James P. Waltz, Ph. D.  
President  
GRID Company

*Rob, Thanks again for sending the photo-maps!*





CITY OF BOULDER OPEN SPACE OPERATIONS  
66 S. CHERRYVALE ROAD, BOULDER, CO 80303  
(303) 441-4142 FAX: (303) 499-6181

FAX COVER SHEET

DATE: April 30, 1997

TO: Robert Alexander

FROM: Mark R. Grundy

Total Number of Pages (including cover sheet): (5)

If you have questions regarding this transmission, please call

Lori Clague at 441-4142.

COMMENTS: Please find attached the final report from Jim Waltz on the  
ground water development project for the Superior Associates  
property. The invoice is attached, but he is sending an itemized  
invoice directly to both of us for one half the bill. Let's get  
together to develop the rest of the cost associated with this project.  
Let me know what you think of the report.

April 25, 1997

Mr. Mark Grundy, Resource Specialist  
City of Boulder  
Open Space Operations  
66 South Cherryvale Road  
Boulder, CO 803203  
Telephone: 303-441-4142



Subject: Ground water resources within portions of the Marshall Mesa Management Area, Boulder County, Colorado

Dear Mark,

Per your request, I have conducted an investigation of the ground water resources within an area of about 800 acres which lies within Sections 26 and 35, T. 1 S., R. 70 W. of the 6th P. M.

As part of this investigation, I have reviewed topographic, geologic and hydrologic data pertinent to the area. In addition, I participated in a site visit with you and with Rob Alexander on December 19, 1996.

The purpose of the investigation has been to identify geologic formations in the study area which may serve as aquifers. Using data from existing records, estimates have been made of the optimum depth, probable water yield and static water level for wells drilled into one or more of the aquifers. The investigation includes the selection of seven specific water well sites. Final selection of well sites should be based not only on the hydrogeologic criteria supplied by this investigation, but also on accessibility, proximity to points of use, and other factors pertinent to the proposed use as identified by your office. The following information and recommendations comprise my report.

## GEOLOGIC SETTING

The property location described above falls within the Colorado Piedmont region. The bedrock in the area consists of Late Cretaceous sedimentary rocks, mostly sandstones and shales. The bedrock exposures are mostly of the Laramie formation. Beneath the Laramie formation is the Fox Hills formation, the geologic unit of primary interest in terms of ground water resources. The Laramie and Fox Hills strata are deformed by folds and faults which influence the occurrence and movement of ground water.

Topographically, the study area ranges from an elevation of about 5600 feet in the northeast to about 5900 feet in the southwest. The property is drained by Coal Creek and Rock Creek and their tributaries. The stream channels, especially in Coal Creek, contain deposits of coarse gravels washed down from the nearby Rocky Flats Pediment surfaces.

## OBSERVATIONS, CONCLUSIONS AND RECOMMENDATIONS

1. The Fox Hills aquifer is present beneath the study area at depths ranging from about 400 feet to about 800 feet. See the attached topographic map of the study area on



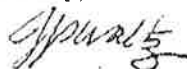
which example well locations and depths to the top of the Fox Hills aquifer are plotted. The aquifer is considered to be about 250 feet thick. Therefore, depending on the choice of drilling site within the property boundaries, a well drilled to the base of the Fox Hills aquifer could range from about 650 feet to 1050 feet in depth. The water yield from a properly constructed well into the Fox Hills aquifer is expected to be in the range of 10 to 50 gpm and the static water level from 50 to 200 feet, depending on well location.

2. Gravel deposits which have accumulated in the channels of Coal Creek and Rock Creek may prove to be suitable sources of ground water for limited uses, e. g., stock watering. Rock Creek is intermittent and appears to have only patchy accumulations of permeable gravels. Coal Creek is perennial and displays substantial accumulations of gravels in its flood plain terraces. To develop ground water resources from the gravel deposits of Coal Creek or Rock Creek, shallow test holes should be constructed at sites which satisfy criteria of proximity to point of use and accessibility. The depth of a test hole should be sufficient to completely penetrate the gravels and pass an additional five feet into the underlying bedrock. Gravel thicknesses are expected to range from zero to twenty feet. Pumping tests in shallow test holes can provide data needed to estimate adequacy and reliability of the ground water supply at each site. If possible, production tests should be conducted during the dryest part of the year (usually February). A well constructed in the stream gravels would, of course, require a permit from the Office of the State Engineer for appropriation of tributary ground water.

3. The Fox Hills aquifer is considered to be a non-tributary aquifer in the study area. Because of this classification of the aquifer, the potential exists for some of the water from this aquifer eventually to be withdrawn and sold for a profit. My rough calculations indicate that each acre of land owned within the study area (about 800 acres) has associated with it the potential opportunity to extract 37.5 acre feet of non-tributary ground water. The total volume of non-tributary water involved, therefore, appears to be about 30,000 acre feet. I recommend that after verifying ownership of the rights to non-tributary water on this property, an evaluation be made as to the cost-effectiveness of constructing a water well deep enough into the Fox Hills aquifer to meet not only your immediate need for stock water, but also to evaluate the option in the future of selling some portion of the non-tributary water resource. Information from a local driller indicates that the cost of a water well six inches in diameter, nine hundred feet deep, cased with four inch PVC casing and properly developed would probably be in the range of \$15000 to \$20000. The cost of pumping equipment and power transmission would be extra. The pumping level in the well is expected to be less than 400 feet for a pumping rate of five gallons per minute.

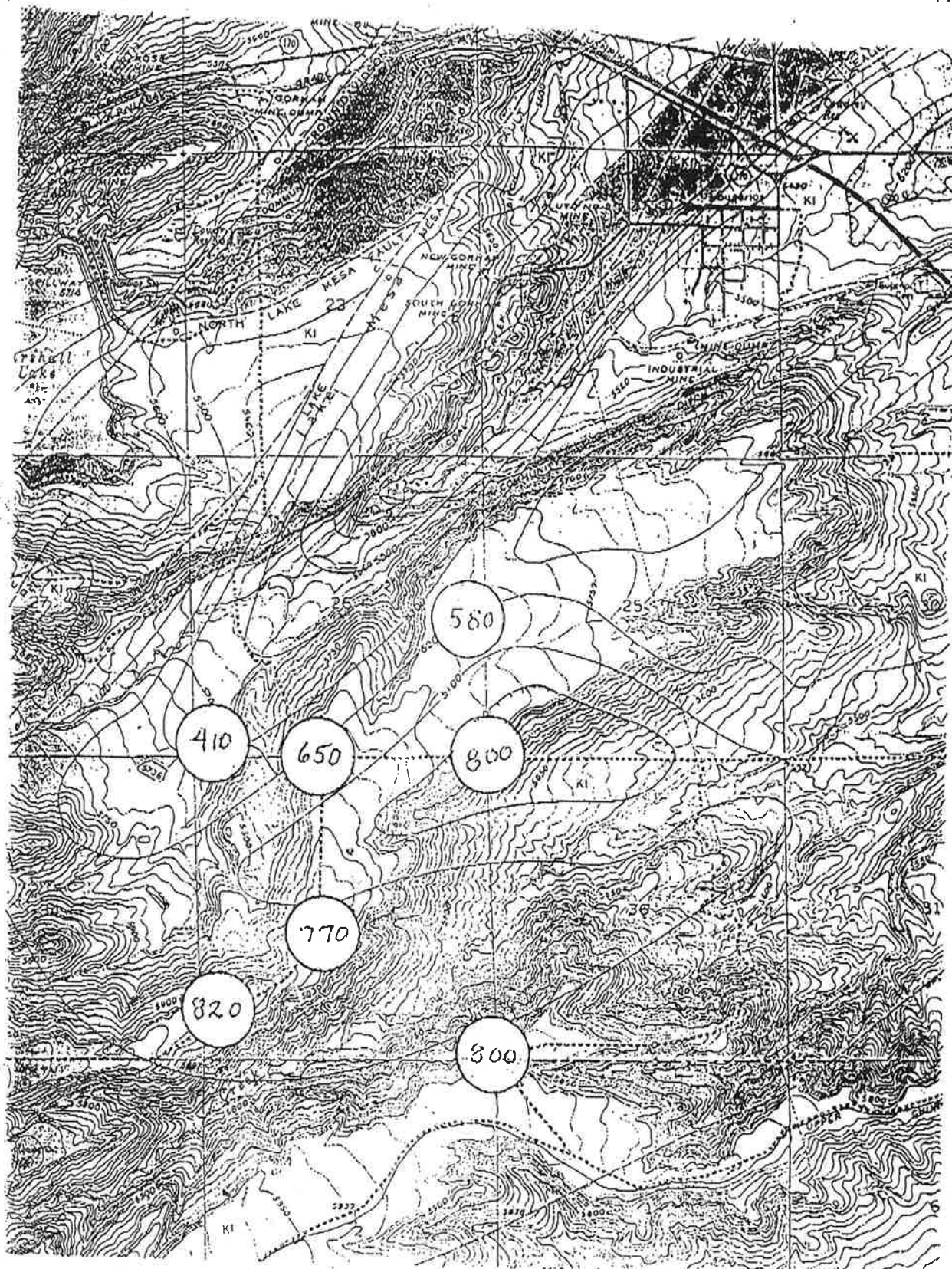
If you have any questions about this report or if I can be of further service to you, please give me a call.

Sincerely,



James P. Waltz, Ph. D.  
Hydrogeologist

attachment: Map of seven example well sites showing depths to top of Fox Hills aquifer.



Map of seven example well sites showing estimated depths to the top of the Fox Hills Aquifer. (Boulder Open Space Report of 4/25/97)

This figure was adapted from the U.S.G.S publication GQ-151 entitled *Bedrock Geology of the Louisville Quadrangle, Colorado*, by Frank D. Spencer, 1961.

## AHI LONGMONT FARMS WELL #351-WCB

### **Background and Planned Use:**

The AHI Longmont Farms well was originally constructed for former turkey farming operations on the property. The well has not been used since prior to Boulder County's purchase of the property and has fallen into a state of disrepair. The power meter that served this structure was removed by Poudre Valley REA in 2021. Water supply lines from the well house have all been abandoned since most structures for the turkey farm were demolished around 2016. Plans for this well moving forward are for use as a livestock water source.

### **Scope of Work:**

1. Recorded well location on permit needs to be corrected, well owner name updated, and required permitting and reports need to be submitted to the State of Colorado
2. Obtain a Deconstruction Permit and complete the Jobsite Construction Recycling Checklist from Boulder County Community Planning & Permitting
3. New power meter installed by Poudre Valley REA
4. Remove existing shed, all materials inside, and concrete slab floor
5. Install new buried electrical from power meter to well
6. Mount new pump controls inside post mounted outdoor rated box on new steel pipe post set near well
  - a. Electrical outlet breaker
  - b. Pump breaker
  - c. Manual pump on/off switch
  - d. Mechanical timer switch (GE indoor/outdoor 24 hr. heavy duty mechanical time switch or equivalent)
7. Install outdoor 120V outlet next to pump controls box on post
8. Pump pulled, maintenance/replacement as needed
9. Full well diagnostics: Video inspect casing, measure depth, yield test, clean borehole as needed
10. Install pitless adapter in casing
11. Install updated well seal
12. Install 1 ¼" 160 psi HDPE buried water line from well to frost-free hydrant and water line shutoff valves
  - a. Frost-free hydrant installed; 3' bury
  - b. (2) Brass gate valves in 24"x36" valve box
13. Fabricate & install steel pipe protective structure around well casing and control box
  - a. Dimensions:
    - i. Length & width to fit well casing and control box post
    - ii. 30" height from ground surface
  - b. Material:
    - i. 2 3/8" oilfield pipe, welded, primed, & painted
  - c. set upright posts in concrete



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**Well Location Map:**



Well Photo:

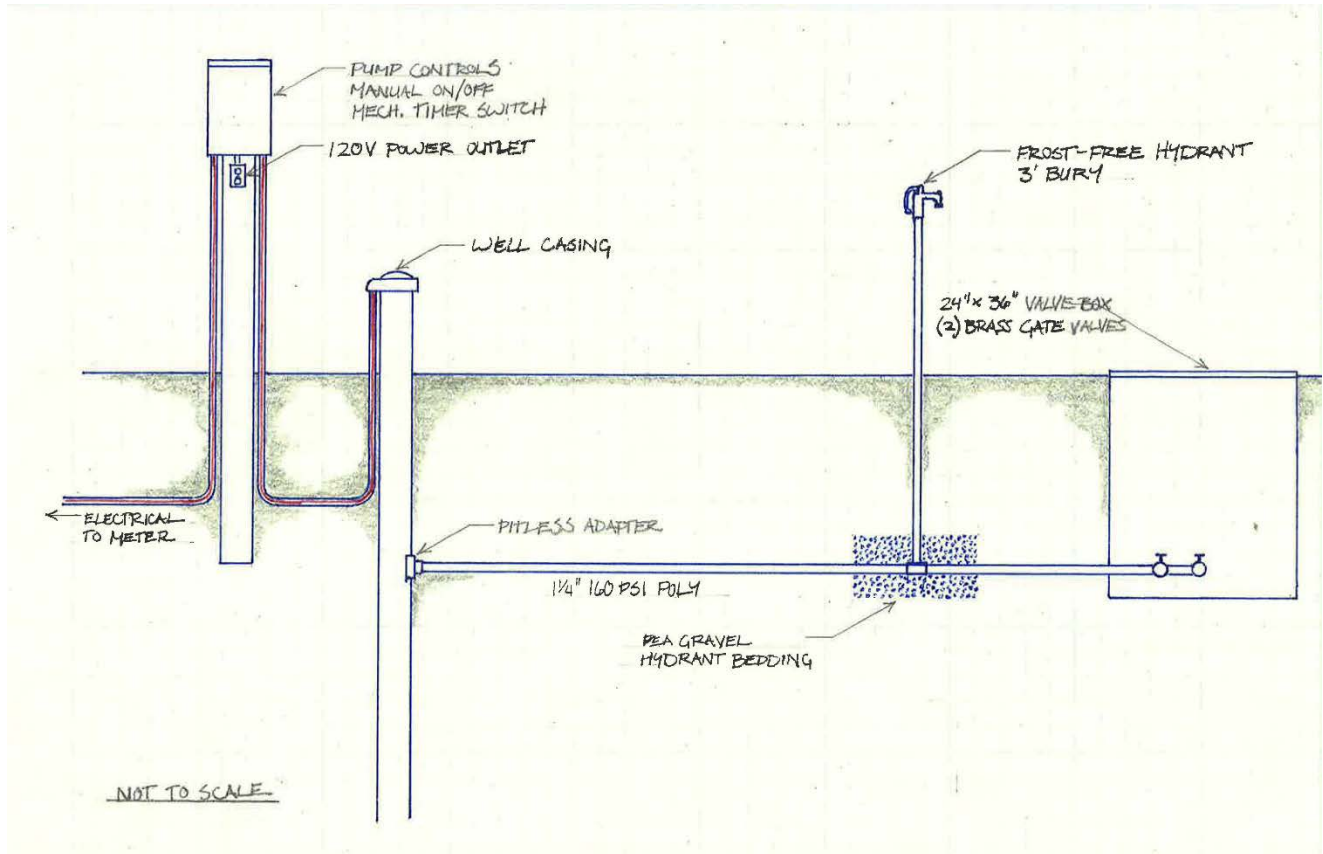




## Plan View Installation Map:



## Section View Detail:



## AHI SE PIVOT VAULT WATER

### **Background and Planned Use:**

The current concrete vault used for supplying water to this center pivot sprinkler is also the intended water source for a new livestock water system being installed. The vault is covered by a 6' diameter pre-cast concrete lid with the pivot's pump mounted in its center. The livestock water system will draw water from the vault via a new submersible pump installed through a port cut in the concrete lid. The water line will come through a cap fabricated for the new port, then down the outside wall of the concrete vault into a trench where it will end at a buried brass shutoff valve with valve box access. Electrical will be supplied by a stepdown transformer located at the main electrical panel for the center pivot. Controls for the new livestock water pump will include a manual on/off switch and a timer on/off switch mounted to a new steel pipe post set beside the concrete vault near the new submersible pump port.

### **Scope of Work:**

1. Locate all buried utilities within project area
2. Install necessary electrical components to power a 115V submersible pump:
  - a. Evaluate stepdown transformer at power source for suitability, upgrade if necessary
  - b. Run electrical line in buried conduit to the pump vault
  - c. Set steel pipe post next to vault for livestock water pump controls
  - d. Install livestock water pump controls inside outdoor rated box mounted to post
    - i. Pump breaker, Manual pump on/off switch, Mechanical timer switch (GE indoor/outdoor 24 hr. heavy duty mechanical time switch or equivalent)
  - e. Run conduit and pump wire from pump controls box to the conduit hole in the fabricated vault cap described below
3. Core a 10" diameter hole into existing concrete vault lid in location shown in "Plan View Detail" below
4. Construct fabricated lid for new port cut through concrete vault lid (see "Vault Cap Detail" drawing below)
  - a. 1" flange with ¼" thick neoprene gasketed seal around edge of hole
  - b. 4" tall collar on bottom of lid which fits down into cored vault lid hole
  - c. 1 ½" threaded coupler through center of lid
  - d. Welded pump rope tie-off ring on under-side of lid
  - e. Hole for electrical conduit through lid
  - f. Painted/coated for weather and moisture resistance
5. Install submersible pump using rigid Schedule 80 PVC drop pipe and secure to under-side of fabricated lid with threaded union and pump rope
6. On the exterior side of lid, secure the provided 1 ½" HDPE water line to the lid using fittings shown in "Vault Cap Detail" drawing
7. Install provided 1 ½" HDPE from vault to valve box location in 3' deep trench
8. Install 1 ½" brass gate valve in 24" x 36" valve box



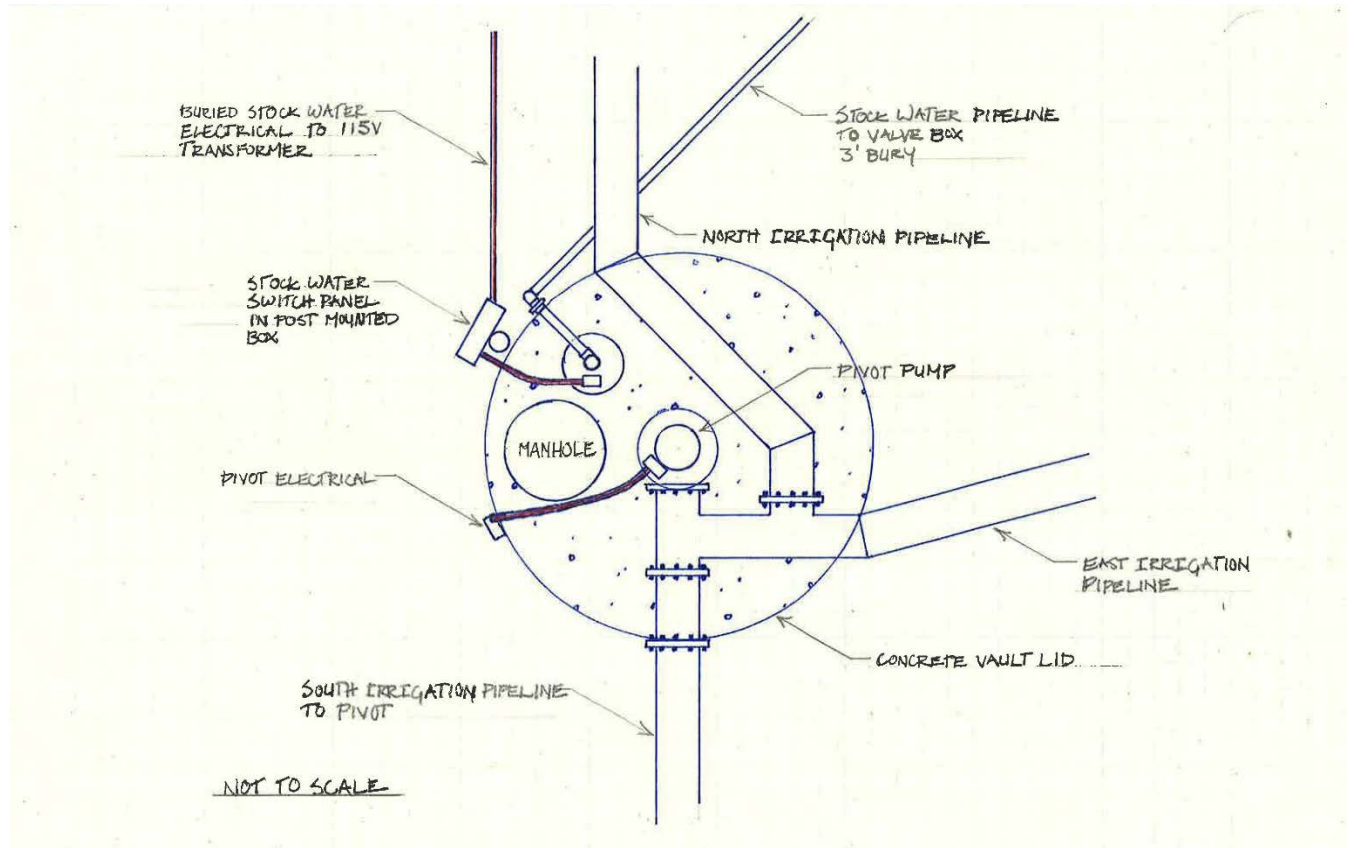
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**Well Photo:**

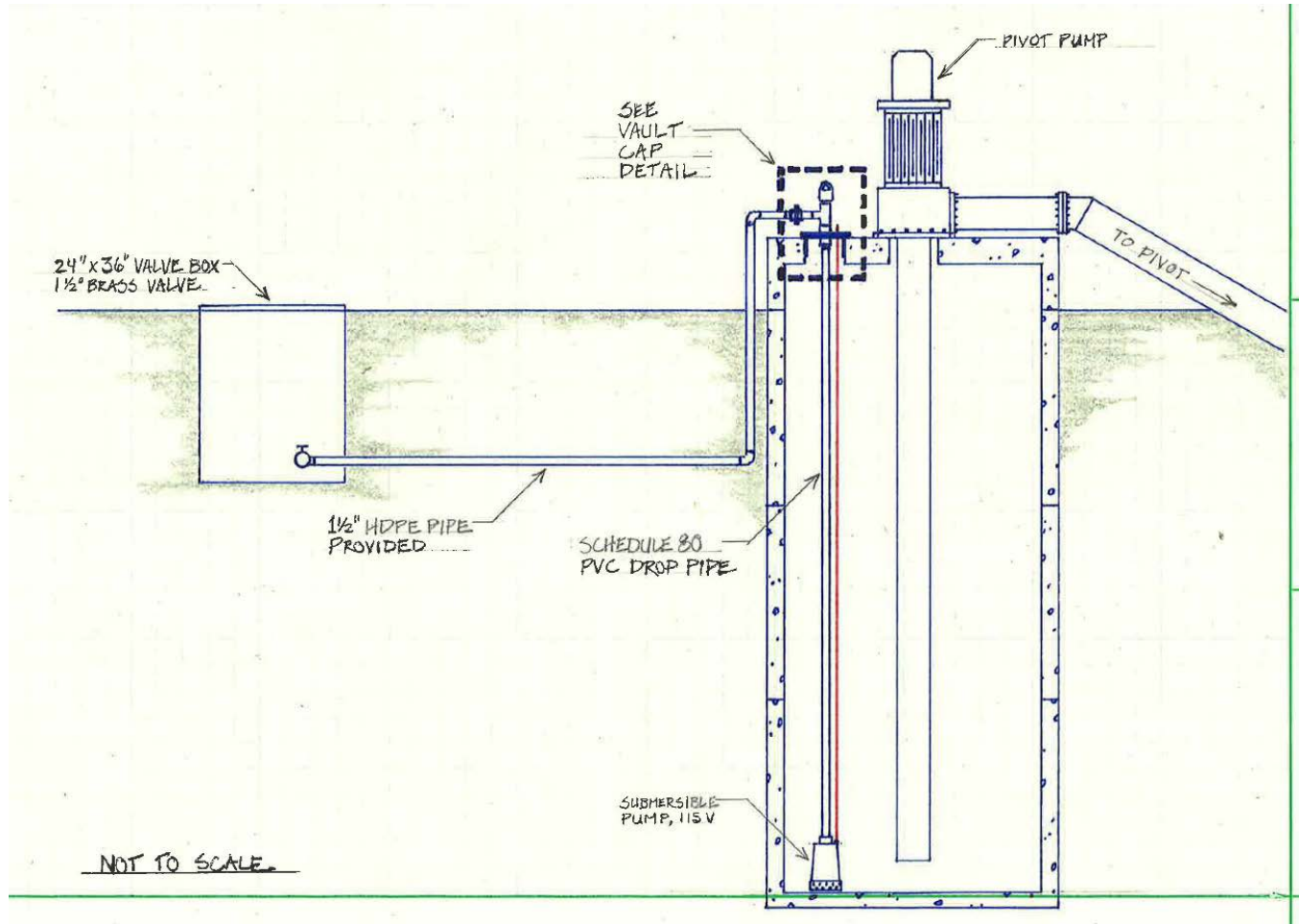


**Plan View Detail:**

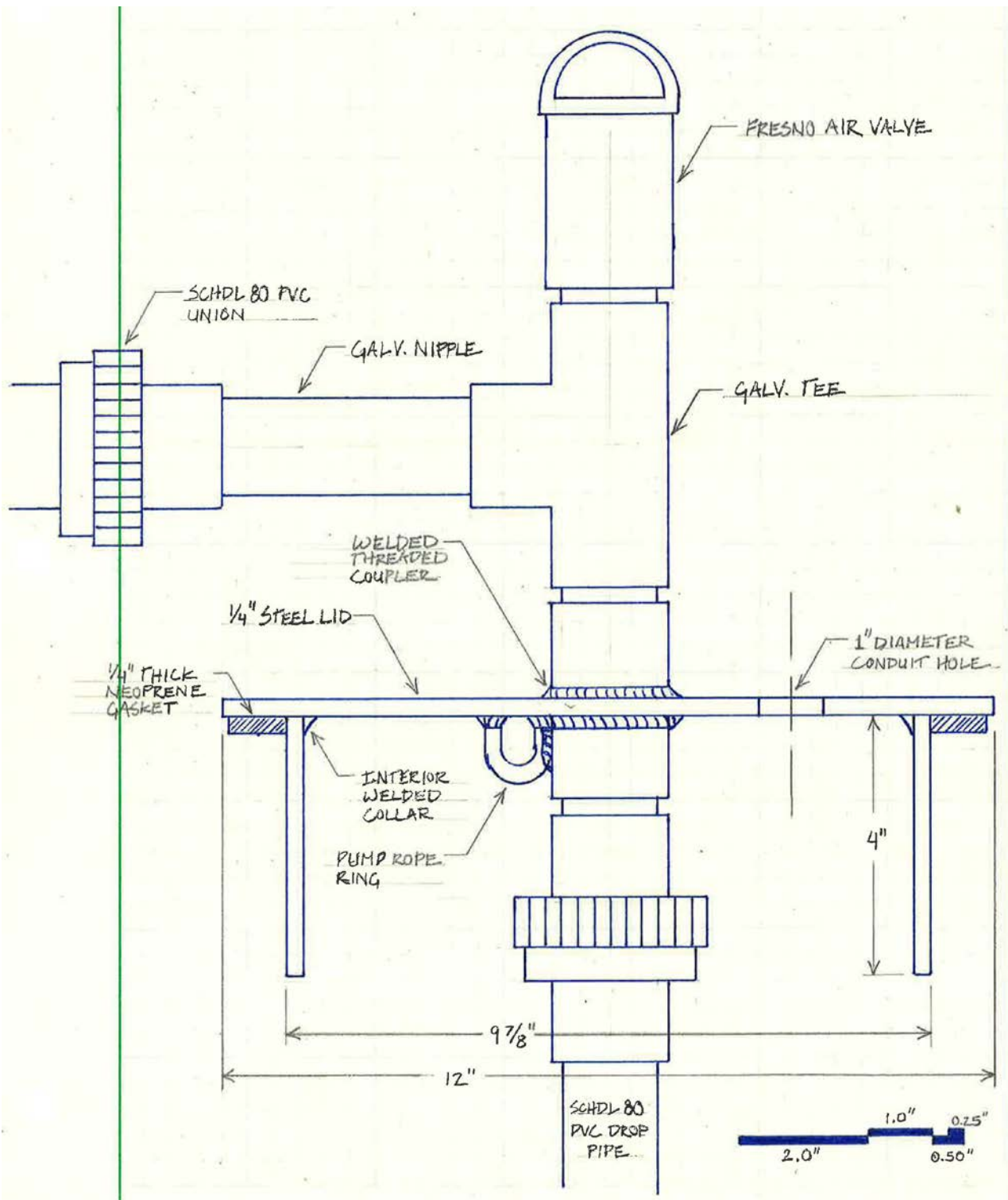




Section View Detail:



## Vault Cap Detail:



## **ZAPF WELL PERMITTING AND IMPROVEMENT**

### **Background and Planned Use:**

The Zapf well doesn't show any state permit record. It is on the site of an original homestead settled in 1861, so is probably quite old. It has had work done to it in more modern times as evidenced by the 4" PVC threaded cleanout plug below soil level and covered by an old disk blade. It was operational in 2018 when Boulder County purchased the property but has not been used since. Boulder County plans to have the house and garage demolished but wishes to maintain operability of the well for livestock water.

### **Scope of Work:**

1. Apply for appropriate state permitting
2. Excavate existing well access pipe, water line, and electrical to house
3. Disconnect the well's water and electrical from house
4. Work with project manager to come up with the design for improvement of the well
5. Install buried electrical from transformer (Poudre Valley REA) to well location
6. Install power meter and pump controls at well location
7. Construct necessary well improvements
8. Install water line, and brass gate valves in 24" x 36" valve box at well location
9. Install steel pipe protective structure around well, pump controls, and valve box

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**Site Photo:**





[illegible]



**ALEXANDER DAWSON WELL # 18309-F**

**Background and Planned Use:**

The well was originally constructed for the previous owner of the property, the Alexander Dawson Foundation. We don't know of how it was previously used, and it has been in its current condition since Boulder County acquired the property. Our intent is to bring this back into operation by installing a solar livestock water system and make the necessary improvements to properly seal the well and protect it from potential damages by agricultural operations.

**Scope of Work:**

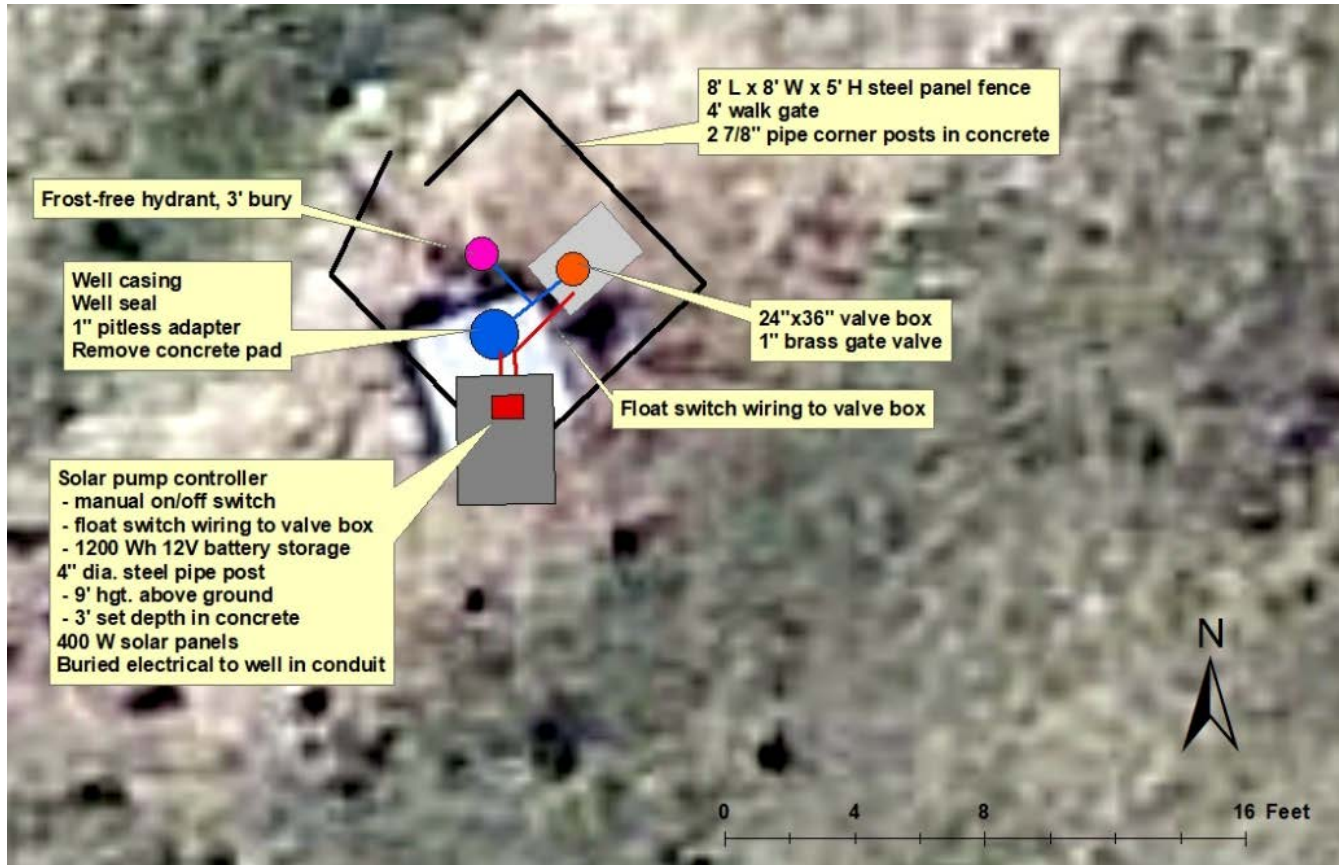
1. Correct the well's location description and update owner information
2. Remove existing concrete pad around casing
3. Conduct full diagnostics on well
  - a. Yield test
  - b. Video inspect bore
  - c. Measure depth
  - d. Clean casing, sanitize as needed
4. Install new 1" pitless adapter
5. Install solar livestock water system which includes
  - a. 12V panels & solar charge controller
  - b. 12V deep cycle battery storage, minimum 1,200 Watt hrs.
  - c. Manual on/off switch
  - d. Buried float switch wiring to valve box
  - e. Pumping rate >3 gallons per minute
6. Install new well seal
7. Install new 3' bury frost-free hydrant
8. Install 1" 160-200 psi rated HDPE pipe from pitless adapter to shutoff valve
  - a. 3' bury depth
9. Install 1" brass gate valve shutoff in 24" x 36" valve box
10. Haul & grade necessary fill material for around well casing and solar
  - a. Top 6" compacted road base gravel sloped away from well casing
11. Install steel panel protective fence around well, solar, hydrant, and valve box
  - a. 60" top height
  - b. Include a 4' walk gate
  - c. 2 7/8" steel pipe corner posts set 36" deep w/ concrete

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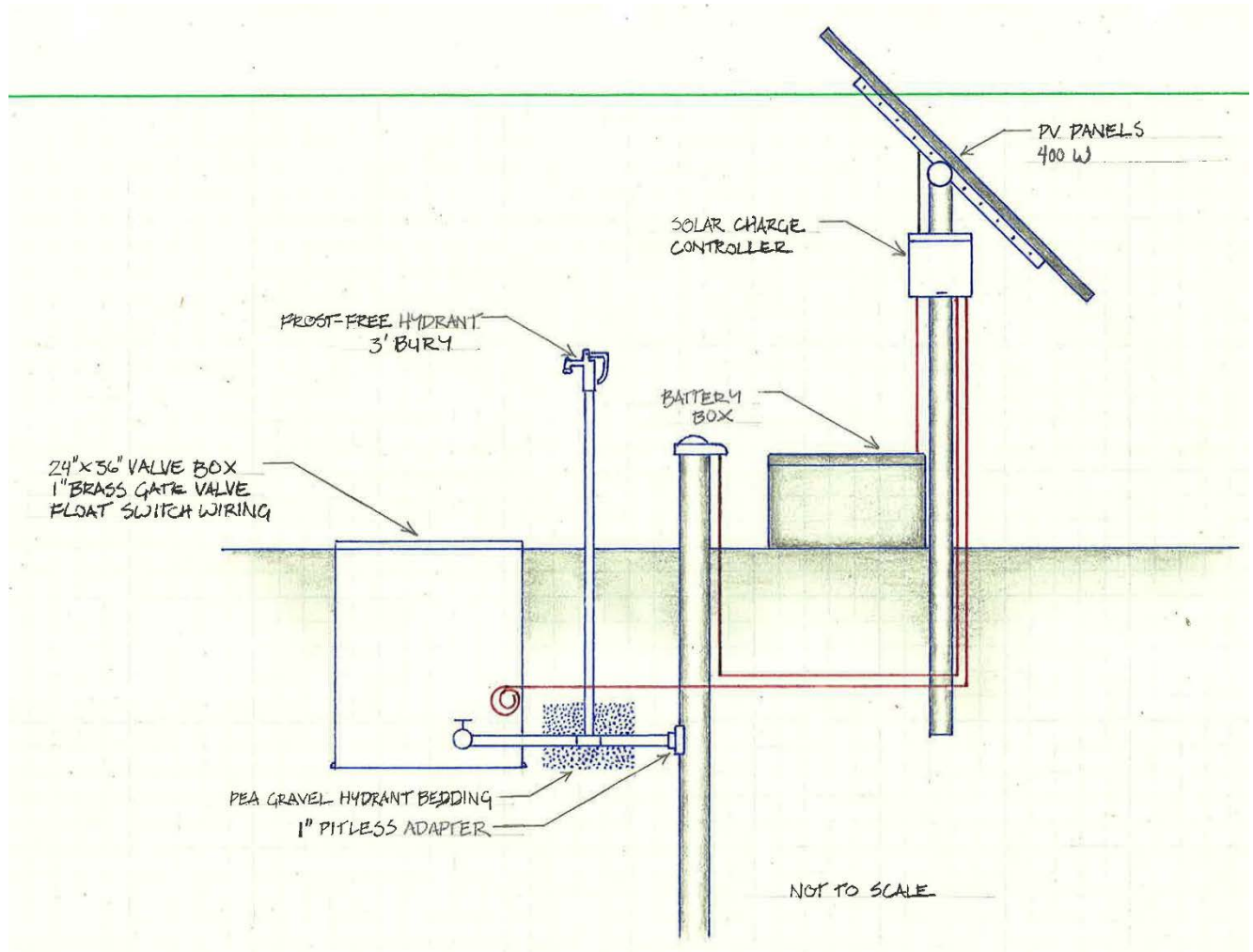
**Site Photo:**

## Plan View Detail:





## Section View Detail:



**ROBERTS WELL # 68233-A ABANDONMENT**

**Background and Planned Use:**

This well originally serviced a small house on the property which was demolished many years before Boulder County purchased the property. Prior to removal of the old house, the well had sanded in and when the original well driller looked at it, he recommended not to attempt clearing out the well because it would just keep sanding in given the formation it draws water from.

**Scope of Work:**

1. Utilities locate
2. Proceed with abandonment process with State of Colorado
3. Regrade soil at well site to match surrounding field grade

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**Site Photo:**



## Well Site location:

**Well Constructed 68233--A**

WellConstructed	1975-02-25
FirstBeneficial	N/A
PumpInstalled	N/A
WellPlugged	N/A
Comment	N/A
Elev	N/A
WellDepth	168
TopPerfCasing	75
BotPerfCasing	168
Yield	N/A
StaticWL	78
ApplicantName	ROBERTS, JAMES K
CompleteWell	1

**Actual Well Location**

**State Record**

Well Constructed 68233--A

UTM Zone 13, NAD83

X 490057.6003  
Y 4450367.50810

Scale 1: 2,257

Go

0 100 200ft

Imagery

Layers

Well Constructed 68233--A



**THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS**

1. The offer of seller, either orally or in writing, shall for all purposes be deemed accepted upon execution of this purchase order.
2. No terms additional to or different from those contained herein shall be valid or effective unless otherwise specified on this purchase order.
3. The Seller acknowledges that it has carefully reviewed and examined this purchase order with all of its incorporated documents attached, and the Seller will not make any claim to the Purchaser based upon or arising out of any misunderstanding or misconception on its part of the provisions and requirements of this purchase order: The seller acknowledges that it has fully examined and analyzed all conditions that could affect its performance and that no conditions exist which would affect the progress, performance, or price of this purchase order.
4. The making of payment shall not constitute an acceptance of any defective or incomplete work.
5. The failure of the Seller to perform any material obligation of this purchase order shall be deemed a default and Purchaser shall thereon be entitled, in addition to any other legal rights and remedies it may have, to cancel this purchase order. The Seller shall be responsible and liable to purchaser for all damages, costs, disbursements and expenses, including attorney's fees, incurred by the Purchaser as a result of the seller's breach or default of this purchase order.
6. This purchase order shall not be changed, modified, or altered except in writing and signed by Seller and Purchaser.
7. The right of cancellation in case of long delay in shipment is reserved.
8. No sales tax or use tax shall be included in or added to prices of materials on this order.
9. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on backorder or canceled.
10. On prepaid freight shipments, copy of freight bill must accompany invoice.
11. This purchase order shall not be assigned in whole or in part nor shall any interest therein including the right to any proceeds and any such purported assignment shall be void.
12. Financial obligations of the county are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available as a result, the county reserves the right to terminate this agreement should necessary funds not be appropriated, budgeted, or otherwise made available.
13. If this purchase order covers equipment, materials, or containers thereof that are required by law to be constructed, packaged, labeled, or registered in a prescribed manner - such as, but not limited to, fabrics, poisons, combustibles gases, and any vehicles, storage tanks, and the like intended for transporting or storing the same. Seller hereby warrants that such equipment, materials, and containers will be in compliance with all such laws irrespective of whether Seller's shipments to Purchaser are interstate or intrastate. This provision applies whether or not a specification is furnished by Purchaser. No extra charges of any kind including charges for boxing, packaging, or cartage shall be allowed.
14. Seller hereby warrants for a period of one year after acceptance of all materials furnished hereunder by Purchaser, that all materials furnished hereunder will be free from all faults and defects, fit and sufficient for the purpose intended, merchantable, of good workmanship and in conformity with any specifications, drawings or samples specified or furnished herewith.
15. The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the State of Colorado. Titles, captions or headings to any provisions, Articles, etc., shall not limit the full contents of same. If any term or provision of this purchase order is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this purchase order.

## ATTACHMENT L- Sample Contract

DETAILS SUMMARY	
<b>Document Type</b>	New Contract
OFS Number-Version	TBD
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Parks and Open Space
Division/Program	Agricultural Resources
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – <i>Name, email</i>	
Project Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	Boulder County Parks and Open Space Department Accounts Payables <a href="mailto:pospayables@bouldercounty.org">pospayables@bouldercounty.org</a>
<b>Contractor Contact Information</b>	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
<b>Contract Term</b>	
Start Date	The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract.  NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.
Expiration Date	NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	
<b>Contract Amount</b>	
Contract Amount	TBD
Fixed Price or Not-to-Exceed?	Fixed Price
<b>Brief Description of Work</b>	
<b>AGRICULTURAL OPEN SPACE GROUND WATER WELL IMPROVEMENTS PROJECT</b>	



<b>Contract Documents</b>	
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")	
<b>Purchasing Details – County Internal Use Only</b>	
Grant Funded?	NO
Bid Number	
Award Date	
If no Bid No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	
<b>Contract Notes</b>	
<i>Additional information not included above</i>	
<p>Project subject to Payment Bonds and Performance Bonds;          Project subject to Retainage;          Project subject to Contractor Evaluation;          Project subject to Notice of Final Settlement.</p> <p>ACCOUNT CODE:</p>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks and Open Space Department ("County") and [Supplier-TBD] ("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. Notwithstanding, Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. 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. 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.

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 20<sup>th</sup> 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. 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**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

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 \$1,000,000.00, following form.

v. **Professional Liability (Errors and Omissions)**

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

vi. **Pollution Liability**

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

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

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