

REQUEST FOR PROPOSAL



FAIRGROUND EXTERIOR PAINTING

9595 Nelson Road, Longmont, CO 80501

RFP #6681-17

SUBMITTAL DUE:

**August 4, 2017
2:00 P.M.**

**BOULDER COUNTY PURCHASING
2025 14TH STREET
BOULDER CO 80302
Purchasing@bouldercounty.org**

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

TABLE OF CONTENTS

DIVISION 00 - RFP DOCUMENTS, CONTRACT, & GENERAL CONDITIONS

- 000110 – TABLE OF CONTENTS
- 001116 – INVITATION TO RFP
- 004100 – RFP FORM
- 004500 – CONTRACTOR’S QUALIFICATION STATEMENT
- 005000 – BUILDING SERVICES CONSTRUCTION CONTRACT (*SAMPLE*)
- 007200 – GENERAL CONDITIONS
- 011100 – SCOPE OF WORK

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

REQUEST FOR PROPOSAL

Notice is hereby given that Boulder County will accept proposals for the EXTERIOR PAINT FINISHING work for the Boulder County Fairgrounds buildings specified in RFP document located at 9595 Nelson Road, Longmont, CO.

1. The Work consists of all labor, supervision, materials, equipment, tools, and incidental items as required for a complete job for the following items per project plans and specifications. **Please refer to specification section 011100 for additional scope of work information.**

2. **Job Walk** – The site is open to visit anytime for your pricing needs.

3. **Submittal Instructions:**

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on Friday, August 4, 2017.**

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail 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.

E-Mail purchasing@bouldercounty.org; identified as **RFP #6681-17** in the subject line.

-OR-

US Mail **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP #6681-17**, to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302.

All Proposals must be received and time and date **recorded and verified** at the Administrative Services Front Desk by the above due date and time. Sole responsibility rests with the Offeror to see that their Proposal is received on time at the stated location(s). Any Proposals received after due date and time will be returned to the proposer. No exceptions will be made.

4. Questions concerning RFP procedures are to be communicated to the Purchasing Section at the email address listed above.
5. Questions concerning Technical Issues will be dealt with by the COUNTY'S REPRESENTATIVE:
Joe May, Boulder County Building Services, 2020 13th St., Boulder, CO 80302,
jmay@bouldercounty.org.

Emailed questions/concerns are preferred. Allow four (4) days prior to RFP closing date in order for Boulder County to respond to questions/concerns via an addendum. Any questions/concerns within four (4) days prior to RFP closing date may not receive a response and will need to be addressed during the RFP review process.

BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

6. Final Acceptance of proposals is up to the Board of County Commissioners. The Board of County Commissioners reserves the right to reject any and all proposals, to waive any informality therein, and to accept the proposal that in the opinion of the Board of County Commissioners is in the best interest of the Board and the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA):

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

PAYMENT & PERFORMANCE BONDS:

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

INSURANCE REQUIREMENTS:

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Excess or Umbrella May be required if higher limits are requested.

Automobile Liability \$1,000,000 Each Accident
 *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT:

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

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

TERMS AND CONDITIONS

1. Proposers 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 shall furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals 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 shall 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 proposals will not be accepted or considered. It is the responsibility of proposers to insure that the proposal arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "Request for Proposals."
8. The proposed price shall 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 RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (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 proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. 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 shall 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/>.

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

SUBMITTAL FORM

Provide a price for one and/or each item as listed below. Additional proposal back-up including but not limited to scope outline, product submittal data, building photos indicating inclusions/exclusion, and breakout pricing with add alternates shall follow this RFP Submittal Form.

Work shall be awarded based on the most responsible Proposal that best satisfies the requirements of the project, not necessarily on the lowest price. Boulder County reserves the right to make the award on the basis of the Proposal deemed most favorable to the County, to waive any informalities, or to reject any or all Proposals.

All work described in the Drawings, Specifications and Addenda for this project:

ITEM #1: EXHIBIT BUILDING EXTERIOR PAINT FINISHES:

ITEM #1 Price: _____dollars

(\$_____) Estimate working days to complete Exhibit Building: _____working days.

ITEM #2: INDOOR ARENA EXTERIOR PAINT FINISHES:

ITEM #2 Price: _____dollars

(\$_____) Estimate working days to complete Indoor Arena: _____working days.

ITEM #3: BARN ‘A’ EXTERIOR PAINT FINISHES:

ITEM #3 Price: _____dollars

(\$_____) Estimate working days to complete Barn ‘A’: _____working days.

ITEM #4: BARN ‘B’ EXTERIOR PAINT FINISHES:

ITEM #4 Price: _____dollars

(\$_____) Estimate working days to complete Barn ‘B’: _____working days.

ITEM #5: BARN ‘C’ EXTERIOR PAINT FINISHES:

ITEM #5 Price: _____dollars

(\$_____) Estimate working days to complete Barn ‘C’: _____working days.

ITEM #6: BARN ‘D’ EXTERIOR PAINT FINISHES:

ITEM #6 Price: _____dollars

(\$_____) Estimate working days to complete Barn ‘D’: _____working days.

ITEM #7: BARN ‘E’ EXTERIOR PAINT FINISHES:

ITEM #7 Price: _____dollars

(\$_____) Estimate working days to complete Barn ‘E’: _____working days.

NOTE:

1. Attention of Proposers is particularly called to the requirement for certificates of State Tax exemption for the Contractors and Subcontractors upon award of Contract. (Title 39-26-114, 1973, CRS as amended). **DO NOT INCLUDE SALES TAX IN THE BID PROPOSAL.** Questions regarding this provision should be referred to the Colorado State Department of Revenue, Sales Tax Division.

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

SIGNATURE PAGE

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

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

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.

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 the space provided below.

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

CONTRACTOR’S QUALIFICATION STATEMENT
(NOT REQUIRED FOR SUBMISSION BUT MAY BE REQUESTED DURING THE EVALUATION PROCESS)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Boulder County Administrative Services Dept.
Building Services Division
P.O. Box 471, Boulder, CO 80306

Submitted by: _____

Name: _____

Address: _____

Name of Project: _____

Type of work: _____

Type (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other
--

1. Organization

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President’s name:

1.3.4 Vice-president’s name(s):

1.3.5 Secretary’s name:

1.3.6 Treasurer’s name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. Licensing

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. Experience

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect/engineers, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect/engineer, contract amount, date of completion and percentage of the cost of work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

RFP #6681-17
BOULDER COUNTY FAIRGROUNDS – EXTERIOR PAINTING

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. References

4.1 Trade References (include attachments as needed):

4.2 Bank References (include attachments as needed):

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. Financing

5.1 Financial Statement:

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses):

Net fixed assets:

Other assets:

Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings):

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") CONTRACTOR NAME ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. **Incorporation into Contract:** The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:
 - a. *The Invitation for Bid or Request for Proposal and Specifications of Boulder County Bid No. _____* together with any alterations and/or modifications to these Specifications (the "Bid Documents"); **[if applicable]**
 - b. Contractor's proposal in response to the Bid Document (the "Proposal"); **[if applicable]**
 - c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); **[if applicable]** and
 - d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). **[if applicable]**
2. **Work to be Performed:** The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Contract Documents and this Contract.
3. **Term of Contract:** This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on June 12, 2017 and shall continue through December 31, 2017.
4. **Payment for Work Performed:** In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Contract Documents, \$ (contract price).
 - a. **Invoicing:** The Contractor shall submit an invoice to the Boulder County Building Services Division following the completion of work.
 - b. **All invoices submitted require the following components:** Contractor's name and address (which must match the submitted W-9 or W-9 with remit address), payment remittance address, payer, name and address, date of invoice, invoice number, brief description of services, dates of services, and total amount due.
 - c. Send completed invoices to: Boulder County Building Services, Attn: Joe May, PO Box 471, Boulder, CO 80306. Email: jmay@bouldercounty.org.
 - d. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
 - e. The County reserves the right to recoup any damages incurred as a result of Contractors failure to submit invoices pursuant to the terms of this paragraph.
5. **Extension and/or Renewal of Contract Term:**
 - a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through December 31, 2021 during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
 - c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
 - d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
 - e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.
6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.
7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.
8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to 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 the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.
9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:
- a. **Commercial General Liability.**
Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) 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 Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. 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.

c. 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.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the 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.*

Contractor shall forward certificates of insurance directly to **Boulder County Building Services, Attn: Joe May, PO Box 471, Boulder, CO 80306.**

Notice of Cancellation: Each insurance policy required by the insurance provisions of 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, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder 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 and the Boulder County Policy manual (of which is available upon request).
11. **Nondiscrimination Provisions Binding on Subcontractors:** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.
13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:
- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
 - b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

seven (7) days written notice to the Contractor pursuant to paragraph 15.

- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: Jana Petersen, Administrative Services Director
PO Box 471, Boulder, CO 80306
jpetersen@bouldercounty.org

For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. 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. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- b. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- c. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
 - g. If Contractor violates any provisions of this Section of this Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.
19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.
20. Complete Agreement/Binding Effect: This Contract represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.
21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.
24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.
25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.
27. 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.
28. Representations and Warranties: Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.
- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
 - b. Any individual executing this Contract is authorized to do so by the Contractor;
 - c. The 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 project; and
 - d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.
29. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

[Signature Page to Follow]

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

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

**COUNTY OF BOULDER
STATE OF COLORADO**

Jana Petersen, Admin Services Director

Date

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

GENERAL CONDITIONS

A. COUNTY'S (OWNER'S) RESPONSIBILITIES

1. Information on services under the control of the County (hereinafter referred to also as the Owner) shall be furnished by the County with reasonable promptness to avoid delay in the orderly progress of the Work.
2. Based on the observations of the County's Representative and an evaluation of the Contractor's Applications for Payment, the County will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with the General Conditions on Progress Payments and Final Payments.
3. The Owner's Representative will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner but he will not be liable for the results of any interpretation or decision rendered in good faith. Decisions of the Architect will be final, if consistent with the intent of the Contract Documents.
4. The Owner's Representative will have authority to reject Work which does not conform to the Contract Documents.
5. The Owner's Representative will have the authority to contact any regulatory agency concerning any alleged regulatory violation and to secure regulatory ruling or suspend work until such ruling is obtained. Such delays if confirmed to be an infraction or variance may give rise to charges against the Contractor by the County for delay of timely completion of contract work.
6. The Owner's Representative will 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.

B. CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
2. Unless otherwise specifically provided in the Contract Documents, the 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 whether or not incorporated or to be incorporated in the Work.
3. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
4. The Contractor warrants to the County that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.
5. Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time proposals are received and the Contractor will obtain any permits and pay governmental fees, licenses

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

and inspections necessary for the proper execution and completion of the Work.

6. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the County if the Drawings and Specifications are at variance therewith. If the Contractor performs any work contrary to such laws, ordinances, rules or regulations, he shall bear all costs arising therefore.
7. The contractor shall be solely responsible for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
8. The Contractor shall review, approve and submit all Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.
9. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials or rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.
10. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof.
11. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract documents and the County's representative including storage of any materials or equipment.
12. The Contractor shall promptly correct any Work rejected by the County as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors or Support Services as well as to Work done by direct employees of the Contractor. Corrections shall be made at no expense to the County.
13. Safety:
 - a. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall give all notices and comply with the applicable laws, ordinances, rules, regulations, and orders of any public authority bearing on the safety of persons and property and on their protection from damage, injury or loss. The Contractor shall take all reasonable steps to minimize inconvenience to users of the site and shall take all reasonable precautions for the safety to, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - i. All employees on the work site and all other persons, including visitors and passersby who may be affected by the work;
 - ii. All the work and all materials and equipment to be incorporated therein; and
 - iii. All property at the site or adjacent thereto.
 - b. The Contractor shall designate a responsible member of the Contractor's organization at the site who shall be assigned the duty of the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County. This person will also

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

work closely with the County's work superintendent on safety issues and attend regular safety discussions as set by the County's work superintendent.

- c. In the event the County's superintendent or his designee notifies the Contractor's superintendent of any unsafe conditions or practices, the Contractor shall immediately take all actions required under paragraph 14a to ensure the safety of the work. If the condition or practice continues to present an imminent hazard, the County shall have the authority to stop the work until the condition has been remedied at no expense to the County. In no event shall the County be responsible for ensuring the safety of the work or for remedying the unsafe condition.
14. Liabilities: The Contractor shall promptly remedy all loss or damage to any property or persons caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or by any one for whose acts or omissions any of them may be liable. These obligations are in addition to any other obligations under this contract.
15. Performance Bond and Labor and Materials Bond:
 - a. Prior to the execution of the Contract by the County, the Contractor shall furnish and deliver to the County a Performance Bond and a Labor and Materials Payment Bond acceptable to the County, in a sum equal to the nearest integral of One Hundred Dollars (\$100) in excess of the Contract price, duly executed by a Corporate Surety qualified and licensed to do business in Colorado and maintaining a general agent therein. Such bond shall comply with the provisions of Section 38-26-106, CRS. **Such bonds are only required if the amount of the contract price is in excess of Fifty Thousand Dollars (\$50,000).**
 - b. Unless otherwise specified in the Proposal Documents, the bonds shall be written in the form AIA Documents A312, Performance Bond and Labor and Material Payment Bond.
 - c. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.
16. No Fumes Clause:

The use of any product that causes fumes or irritants to permeate through or into the building and would cause a reasonable person physical distress or discomfort, such that it would be necessary to vacate users of the building, is strictly prohibited during business hours. Violators will be subject to a \$5,000.00 per day fine for noncompliance. Any exception to this will require written approval from the County's Representative. The Contractor and County acknowledge and agree that the liquidated damages specified herein are reasonable in amount and are not disproportionate to anticipated actual damages. The County shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or its surety.

C. **WORK BY OWNER OR BY SEPARATE CONTRACTORS**

1. The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

shall make such claims as provided below.

2. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by OWNER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph.
3. Any claim for an extension in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by OWNER if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.
4. The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
5. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

D. CHANGES IN THE WORK

1. The County may order additions, deletions, or modifications in the Work by issuing a change order signed by its authorized representatives. These changes will not invalidate the Contract; however, the Contract sum and Contract time will be adjusted accordingly by unit prices or by negotiated amount where unit prices are not provided.
2. The Contract sum and the Contract time may be changed only by Change Order.
3. The cost or credit to the County from a change in the Work shall be determined by mutual agreement.
4. Questions concerning changes, modifications and other construction problems are to be submitted to the County for interpretations.

E. SCHEDULING

1. Work is to begin after the County has notified the Contractor to proceed, and a work schedule has been agreed to by the County and Contractor. The County and Contractor shall each have copies of this schedule.
2. The Contractor shall promptly inform the County of items which will not be delivered or accomplished according to the initial schedule.
3. If the Contractor is delayed at any time in the progress of the Work by changes ordered in

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the County determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable times as the County may determine.

F. PROGRESS PAYMENTS

1. If this contract is for eighty thousand dollars (\$80,000) or less, partial payments shall be authorized by the County for work completed, if the Contractor is performing satisfactorily. Partial payments will be made based upon invoices submitted by the Contractor and certified by the County. Ten percent (10%) of each amount certified by the County shall be retained by the County until final payment is made. The Contractor shall make partial payments to his Subcontractors in the same manner as the County pays him, provided the Subcontractor is performing satisfactorily.
2. If this contract is for more than eighty thousand dollars (\$80,000), partial payments of compensation due under this contract are subject to the provisions of Section 24-91-101, et. seq. CRS. If this contract exceeds Eighty Thousand Dollars (\$80,000), partial payments shall be authorized by the County for work completed, based upon invoices submitted by the Contractor, if the Contractor is performing satisfactorily. Ten percent (10%) of the calculated value of any work completed shall be retained until fifty percent (50%) of the work required by the contract has been performed. After fifty percent (50%) of the work has been performed, the County shall pay amounts which becomes due as work is completed, while continuing to hold amounts already retained, if, in the opinion of the County, satisfactory progress is being made. The withheld percentage of the contract price of any such work, improvement, or construction shall be retained until the contract is completed satisfactorily and finally accepted by the public entity. If the public entity finds that satisfactory progress is being made in all phases of the contract, it may, upon written request by the Contractor, authorize payment from the withheld percentage. Before such payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work. The Contractor shall make partial payments of the amount due to each his subcontractors in the same manner as the public entity is required to pay the Contractor under this statute, provided that the subcontractor is satisfactorily performing under his contract with the Contractor.
3. If it becomes necessary for the County to take over the completion of any contract, all of the amounts owing the contractor, including the withheld percentage, shall be applied: First, toward the cost of completion of the contract; second, toward performance of the public entity's withholding requirement set forth in section 38-26-107, C.R.S.; third, to the surety furnishing bonds for the contract work, to the extent such surety has incurred liability or expense in completing the contract work or made payments pursuant to section 38-26-106, C.R.S.; then, to the contractor. Such retained percentage as may be due any contractor shall be due and payable as provided by section 38-26-107, C.R.S.
4. Payments may be withheld on account of:
 - a. defective work not remedied;
 - b. claims filed;
 - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
 - d. failure to carry out the Work in accordance with the Contract Documents; or
 - e. failure to keep the designated superintendent on the site.
 - f. failure to obtain any necessary permits or licenses necessary to carry out the

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

Work under this Contract.

G. PREREQUISITES TO SUBSTANTIAL COMPLETION

1. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certificates and similar documents.
2. Furnish a list giving the names, addresses and phone numbers of all subcontractors and materials suppliers who provided labor and/or materials for the work, with identification of the labor and/or materials provided.
3. Obtain and submit releases enabling Owner's full use of the work and access to services and utilities, including occupancy permits, and similar releases.
4. Submit Record Drawings, maintenance manuals, operating instructions, and similar final records information.
5. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
6. Make final change-over of locks and transmit keys to Owner.
7. Complete startup testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-up, and similar elements.
8. Complete final cleanup requirements.

H. SUBSTANTIAL COMPLETION

The Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER as evidenced by OWNER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph N of these GENERAL CONDITIONS TO BOULDER COUNTY BUILDING CONSTRUCTION CONTRACT. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

I. SUBSTANTIAL COMPLETION PROCEDURES

1. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER issue a certificate of Substantial Completion.
2. Within a reasonable time thereafter, OWNER and CONTRACTOR shall make an inspection of the Work to determine the status of completion.
3. If OWNER does not consider the Work substantially complete, OWNER will notify CONTRACTOR in writing giving the reasons therefore.
4. If OWNER considers the Work substantially complete, OWNER will prepare and deliver to CONTRACTOR a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
 - a. OWNER will within fourteen days execute and deliver to CONTRACTOR a definitive certificate of Substantial Completion with a list of items to be completed or corrected reflecting any changes from the tentative certificate.
 - b. At the time of delivery of the tentative certificate of Substantial Completion OWNER will deliver to CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CONTRACTOR objects in writing and so informs OWNER prior to OWNER'S issuing the definitive certificate of Substantial Completion, OWNER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

5. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

J. LIENS

No Mechanics lien may be held against a publicly owned building in the State of Colorado. Protections are limited to those set out below.

K. DEDUCTIONS FOR UNCORRECTED WORK

If the County determines that there is a need to correct work which has not been performed in accordance with the Contract, an equitable deduction from the Contract price may be authorized by change order.

L. ACCESS TO WORK

The County and any architect/engineer retained by the County shall at all times have access to the work.

M. FINAL PAYMENT

1. Within ten (10) days after the Contractor's written declaration of completion of the Work, the County will make a final inspection thereof to determine whether the Work has been completed in accordance with the Contract Documents. If a list of deficiencies results from such final inspection, the Contractor shall promptly rectify all items appearing thereon, before final payment will be made. When the County indicates acceptance of the Work, the Contractor may requisition final payment, including retainage on account of the Contract price.
2. Final payment is subject to the provisions of Section 38-26-107, CRS. Any proposed final settlement for this work shall be duly advertised at least ten (10) days prior thereto by publication at least twice in a public newspaper of general circulation. Any creditor that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed on this project by the Contractor or its Subcontractors, or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, whose claim therefore has not been paid by the Contractor or the Subcontractor at any time up to and including the time of final settlement, may file with the County a verified statement of the amount due and unpaid. Such amounts claimed shall thereafter be retained by the County from final settlement pursuant to the provisions of the statute.
3. In any event, final payment shall not be authorized until all inspections have been completed, and all work has been completed.
4. The making of final payments shall constitute a waiver of all claims by the County except those arising from:
 - a. unsettled claims
 - b. faulty or defective Work appearing after Substantial Completion
 - c. failure of the Work to comply with the requirements of the Contract Documents
 - d. terms of any special warranties required by the Contract Documents.

BOULDER COUNTY
SAMPLE BUILDING SERVICES CONTRACT

5. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

N. TESTS

The Contractor shall provide such equipment and facilities as the Architect may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use any material or equipment represented by samples found to be unacceptable. The Owner shall pay testing laboratory costs for materials testing. The Contractor shall give the Architect and testing laboratory timely notice for required tests.

O. MEASUREMENTS

Before ordering any materials or doing any work, the Contractor shall verify all measurements at the project and shall be responsible for the correctness of same. No extra charge or compensation shall be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings. Any difference that may be found shall be submitted to the Owner for consideration before proceeding with the work. The Architect and Owner shall not be responsible for the scaling of Drawings.

END OF GENERAL CONDITIONS

BOULDER COUNTY DOWNTOWN COMPLEX
EAST WING REMODEL

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY OF WORK (RFP #6681-17):

- A. Project Identification: As follows:
1. Location: Boulder County Fairgrounds
9595 Nelson Road
Longmont, CO 80501
 2. Owner: Boulder County
 3. Description: The Boulder County Fairgrounds is located on the NE corner of Hover Road and Nelson Road. We will need to work around certain events that may be ongoing throughout the exterior painting scope but will ensure enough time in schedule to work around. Awarded contractor will need to submit proposed schedule for review prior to proceeding with any work.
- B. The Work consists of all labor, materials, and equipment required for the following items. Please take these requirements into account when pricing and outline in your proposals. Provide all additional back-up required to substantiate costs outlined. Include:
1. Prepare all surfaces to be painted. Contractor to list typical prep work required for each building and specify any additional work that may be required.
 2. Apply (1) full coat of Benjamin Moore UltraSpec Acrylic Latex Paint (or equal) to siding, soffits, columns, and other included areas. Submit product information with proposal for review if substituting an equal to the specified material.
 3. Lift equipment to reach all areas to receive paint finishes.
 4. List of any additional repairs you may or may not be able to handle that may be required in order for you to proceed with the work.
 5. List of any exclusions associated to each building.

1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor shall have limited use of site and building indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:
1. **Boulder County (owner) will be acting as the General Contractor.** All work is to be coordinated with the appointed Boulder County representative.
- B. Contractor's work must allow County crews and subcontractor's access to building at all times.
- C. Boulder County is strongly committed to the recycling of construction and waste materials. Please track and provide County Project Manager with a detailed account all items recycle.

2.1 PROJECT SCHEDULE

- A. Proposed schedule shall be provided by the awarded contractor.

END OF SECTION 011100

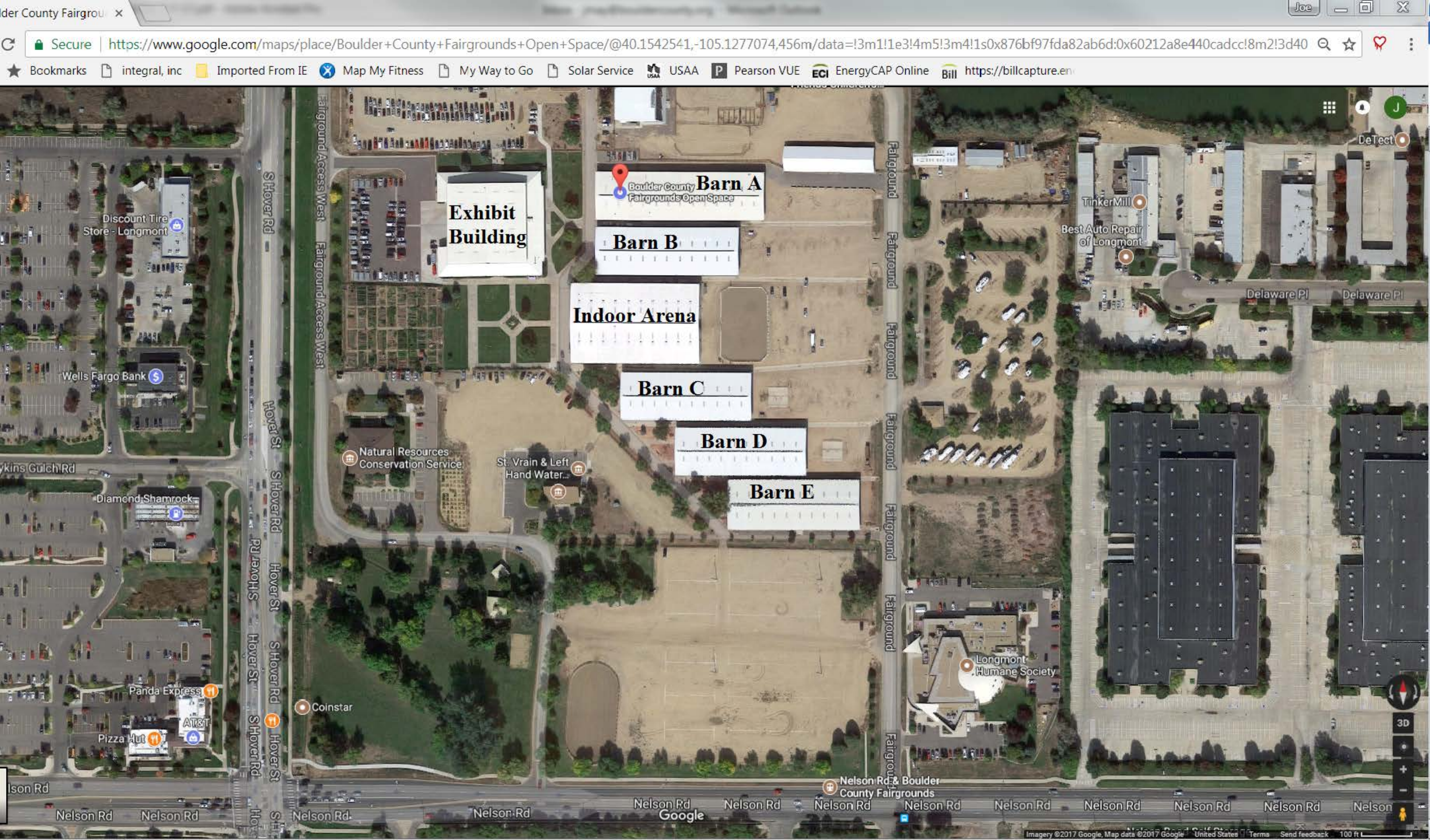


Exhibit Building

Boulder County Fairgrounds Open Space

Barn B

Indoor Arena

Barn C

Barn D

Barn E

Natural Resources Conservation Service

St. Vrain & Left Hand Water...

Longmont Humane Society

Nelson Rd & Boulder County Fairgrounds