

BOULDER PUBLIC LIBRARY DISTRICT
-SPECIAL MEETING-
Tuesday, July 2, 2024
Boulder Public Library, Canyon Meeting Room
1001 Arapahoe Ave, Boulder CO
and
Via Zoom
6:00 p.m.
Join Zoom Meeting
<https://tinyurl.com/yckjjw7v>

<u>Board of Trustees</u>	<u>Term Expiration</u>
Andy Saylor	2029
Benita Duran	2028
Tom Cosgrove	2028
Sylvia Wirba	2027
Doug Hamilton	2027
Cara O'Brien	2026
Sam Fuqua	2025

Follow [link](#) to review long range agenda planning document.

AGENDA

1. Call to Order and Declaration of Quorum
2. Public Comment
3. Consider approval of minutes of June 18, 2024
4. Library Policies Review
 - a. Privacy Policy
5. 2024 Budget Update and Approval of the Contract
 - a. Construction of the NoBo playground
 - b. Consideration of a budget adjustment to appropriate funds for the playground project and Gunbarrel
 - c. Approval of the Warner Charitable Trust donation
6. Director Updates
7. Boulder Library Foundation Update
8. Trustee Matters
9. Legal Counsel Updates
10. Adjournment

NEXT REGULAR MEETING: Tuesday, July 16, 2024

RECORD OF PROCEEDINGS
MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES

OF THE

BOULDER PUBLIC LIBRARY DISTRICT

Held: Tuesday, June 18, 2024, at 6:00 p.m. at the Boulder Public Library, 1001 Arapahoe Avenue, Boulder, Colorado
Person preparing summary: Celia Seaton
<p>The meeting of the Board of Trustees of the Boulder Public Library District was called and held as shown above in accordance with the statutes of the State of Colorado. The following Trustees, having confirmed their qualifications to serve on the Board, were in attendance:</p> <p style="padding-left: 40px;">Andy Saylor Tom Cosgrove Sylvia Wirba Cara O'Brien</p> <p>Also present were Kim J. Seter, Esq. from Seter & Vander Wall, P.C.; Jennifer Phares, Deputy Director of the Boulder Public Library; Celia Seaton, Executive Assistant of the Boulder Public Library; Libby Turner, Human Resource Manager of the Boulder Public Library; Aimee Schumm, Director of Innovation and Technology; and Chris Barge, Executive Director of the Boulder Public Library Foundation.</p> <p>Members of the public present: None.</p>
Type of Meeting: Regular
Agenda Item 1: Call to order Trustee O'Brien called the meeting to order at 6:01 p.m. noting that a sufficient number of appointed trustees were present to create a quorum authorized to act on behalf of the District.
Agenda Item 2: Public comment None.
Agenda Item 3: Consider Approval of Minutes of May 14 and May 28, 2024 <ol style="list-style-type: none">a. Following motion from Trustee Wirba and second from Trustee Saylor, the May 14 minutes were approved unanimously.b. Following motion from Trustee Saylor and second from Trustee Wirba, the May 28 minutes were approved unanimously as modified. O'Brien abstained as she was not present at this meeting.
Agenda Item 4: Hiring and Recruitment Updates <p>Human Resources Manager Libby Turner introduced herself to the group and presented an overview of the Library's recent hiring activity. Though only onboard in her role since January, she relayed impressive statistics: 55 FTEs (representing about 65-70 new staff) have been hired in 2024. The bulk bolstered the Public Services and Programs & Events Teams. She reported that Main Library, NoBo, and Meadows are currently fully staffed. Most recently, successful candidates have been found for the positions of Main Library Manager, Archive Manager, and Creative Technologists. She noted the specialized "niche" aspect to some of these roles which blend technology with artistic skill; staff employed targeted recruitment efforts (e.g., outreach to female-led woodworking communities). Key roles that are still in progress of recruitment include the Public Services</p>

Director and the Youth Services Manager. These are pivotal roles which collaborate across branch sites and departmental workgroups such as Programs and Events.

Turner highlighted how “thoughtful and involved” her fellow library staff have been in supporting the hiring process. With a previous career in marketing agencies, she appreciates the library’s orientation to customer service and helpfulness.

Sayler inquired whether the library offers visa support for staff, giving clearance to work in this country. Turner responded that she is investigating this process, but it has not yet been employed.

Sayler wondered what a typical hiring rate might look like, once these initial waves of hiring for the district have passed. Turner still needs to collect more data in order to accurately predict these numbers. After gathering data over the next two to three years, she will have enough information about attrition patterns to provide this information.

The group thanked Turner for the update and appreciated her eagerness and swift assumption of her role.

Agenda Item 5: Library Policy Review

- a. Distribution of Community Information Policy – Phares indicated very minor changes after staff review of this policy.

Sayler made a motion to approve this policy. Cosgrove seconded, and the motion passed unanimously.

- b. Community Bulletin Board Policy – Phares indicated very minor changes with this policy draft.

Sayler made a motion to approve this policy. Cosgrove seconded, and the motion passed unanimously.

- c. Accessibility Policy – Seter recommended the Board adopt the resolution for this policy and the two related exhibits; Schumm and Seter will work together to implement the plan in consultation with peer library systems (see [packet](#).) Board approval of this item, along with the posted plan and a quarterly published report, will extend BPLD’s compliancy until July 1, 2025. Seter explained that the state agency’s regulatory language is very technical; it has been a “slow process” for organizations as they lay the groundwork to accommodate the guidelines of this legislation. His own legal firm has contracted with [Streamline, an outside agency](#), to assist in compliance. He clarified that BPLD is “way ahead of the game” with Phares’s report that the Accessibility Statement has now been posted on the website, enabling a mechanism for patrons to request and receive accommodations. A preliminary review of the library website has been performed and any obvious issues have been amended. The more time-consuming work will involve “digging deep” into the document data.

Wirba moved to adopt the resolution for the Accessibility Policy. Sayler seconded, and the motion passed unanimously.

Sayler suggested inviting someone who uses a screen reader for accessibility to a future meeting so that Trustees may better understand the personal impact of these legislative regulations.

Seter offered to arrange a guest presentation from Streamline to provide more information about the process, if desired.

Agenda Item 6: Director’s Report

- a. Agenda for the NoBo Grand Opening Event (oral) – Staff anticipate that the City inspectors will grant occupancy permission for the building by Monday.

Planned speakers for the June 29 Grand Opening Celebration include Nobo Branch Manager Celine Cooper, Mayor Aaron Brockett, Trustees Fuqua and Hamilton, BLF Executive Director Barge, Library Director Farnan, and representatives from the City of Boulder's Public Art Office. Activities will include building tours, live music, food trucks, face painting, bracelet making, and an artist meet-and-greet with [the makers of the musical walkway, Daily tous les jours](#).

Installation of new sliding doors at the Main Library's Canyon Blvd. entrance is now complete, though programming is still being refined. Regarding the noticed lack of [landscaping to the grounds surrounding the George Reynolds Branch](#), Phares reported that the Facilities Manager is currently consulting with landscaping companies along with the branch manager. Maintenance to ameliorate this space will occur within a week.

Facilities recently contracted to have custom doors manufactured for the second-floor public restrooms which would allow automatic opening and closing of the space as needed. After a trial period, the same installation will occur on the first-floor restrooms.

Phares reported that Finance Manager Adriana Boniakowski met with the auditor this afternoon and the Finance Team has been submitting many documents to the online organizer and responding to inquiries. The audit will be conducted within a week to produce a draft report which will be presented at the July 16 Trustee Meeting. The auditor will be emailing each Trustee and offering individual meetings with trustees to respond to any concerns or inquiries.

Agenda Item 7: Trustee Matters

- a. The Trustees set the July 2 Special Meeting.

Agenda Item 8: Legal Counsel Updates

See [packet](#).

Agenda Item 11: Adjournment

There being no further business to come before the Board, the meeting was adjourned at approximately 6:47 p.m.

Attestation

June 28, 2024

To: Boulder Public Library Board of Trustees

From: David Farnan, Library Director

Jennifer Phares, Director of Business and Administration

Subject: Library Policy Review

Background:

The Boulder Public Library District Board of Trustees adopted the current library policies with minor updates on Dec. 5, 2023, during the Board meeting. The Board confirmed a schedule to review these policies in detail during 2024. Staff prioritized the policies to review based upon how individual policies are related to the expansion of programs and services and considering the period since their last review by the Boulder Library Commission. The Boulder Public Library District is also required to establish several new policies and procedures for finance, IT, personnel, etc. The new policies were incorporated into the review schedule.

Privacy Policy

Tim McClelland, Public Services Department Manager and Aimee Schumm, Director of Innovation and Technology led the review and update of the Privacy Policy. The Leadership Team reviewed the staff's recommended changes to the policy. Along with updates to simplify and clarify the language, paragraphs with procedural type information were removed from the policy and appear in the library account information where patrons are more likely to find it. See tracked changes version (**Attachment A**) regarding the paragraphs that were removed. **Attachment B** is the version with the staff recommended changes accepted for easy review.

- The paragraph after the bulleted list in the library account information section was removed. Similar information appears here <https://boulderlibrary.org/card/> under the accessing your account section.
- The optional library account features section was removed. Similar information appears here <https://boulderlibrary.org/card/more-on-your-account/> .

Questions for the Board of Trustees:

1. Does the Board of Trustees have any questions or input regarding the privacy policy?
2. Will the Board of Trustees consider a motion to approve the Privacy Policy, or does it prefer to review the policies with further changes and input incorporated and presented during the July 16, 2024, Board meeting?

Privacy Policy

[En Español](#)

Boulder Public Library ~~District~~ patron account records are confidential. C.R.S. [section 24-90-119](#) prohibits the disclosure of patron records except in limited circumstances established by state law. The following information may only be disclosed pursuant to subpoena, upon court order, or when otherwise needed for library operations:

- Borrowing, searching, or reading history
- Records or information identifying a person as requesting or obtaining specific materials or services or as otherwise using the library.

Library account information

The following information is retained in patron ~~libraryaccounts~~ ~~and/or~~ computer use ~~registrations and sessionsaccounts~~:

- Name, home address, and current telephone number.
- Birth date ~~or year~~.
- Library or computer use card number.
- Issue and expiration date.
- Total number ~~of checkouts~~, not titles, ~~of checkouts~~, renewal, and items ~~that have~~ claimed returned ~~status~~.
- Email address ~~and/or; workwork, or business~~ telephone number ~~if patrons opt~~ to receive courtesy due date notifications ~~is optional and/or the~~.
- ~~Email address to receive the~~ library newsletter ~~is optional~~.
- ~~Preferred language for courtesy notices~~.

~~If patrons you do not bring your their library card or remember your their account number, you they may check out items and retrieve account information with photo identification. Patrons are asked to Please immediately report the loss or theft of their your library or computer use card to the library.~~

~~P~~Anonymized patron information including household addresses may be provided to third parties and used for demographic analysis to inform ~~program development and~~ planning ~~and programming~~ efforts. Patron names and information about the items ~~patrons check out~~ borrowed are never shared with third parties. The ~~City of Boulder District~~ requires all ~~library resource~~ vendors to ensure the protection of personally identifiable information.

Borrowed items

A record of borrowed library items is retained on ~~the~~ patron's ~~accounts~~ so the library may contact patrons if items are not returned. System identification numbers indicating borrowed items that were last checked out on the patron account are retained until the items are checked out and returned by the next patron. This is necessary to attribute any damage to an item to the appropriate patron.

Once the next patron returns the item, the item's association with the previous patron account is removed.

A history of ~~the~~ replacement charges or fines paid is maintained for a minimum of six months to provide data for disputed charges. Replacement charges are assessed after items become 21 days overdue. Items billed to the patron for replacement remain checked out on their ~~ir~~ account until the bill is reconciled.

Optional library account features

Patrons may opt to use the following features:

- ~~Reading History~~: tracks an ongoing list of items patrons have checked out even after they have been checked in. The reading history begins from the date of opt in and cannot be applied retroactively.
- ~~Search History~~: tracks the search criteria patrons have used to search the library catalog when they are logged into their account.
- ~~My Lists~~: tracks lists of items created by patrons.

Non-Library Electronic Resources

~~Boulder Public Library~~ ~~The District~~ provides ~~offers~~ patrons with access to several ~~external, third-party~~ electronic resources such as ~~research information databases~~ ~~research information databases~~ and ~~streaming and downloadable books, music and movies~~ ~~streaming and downloadable books, music and movies, streaming and downloadable books, music and movies~~. Patrons who use these resources are advised to check the privacy statements of each site and to be cautious about providing personal information without a clear understanding of how the information will be used. Many of these resources allow patrons to save search information, create lists, and track use. The ~~Library~~ ~~District~~ does not have access to the information shared or collected by these resources nor does it have control over how the information may be used.

Disposing of Patron Information

~~Boulder Public Library~~ ~~The District~~ complies with ~~C.R.S. section 24-73-101~~ ~~C.R.S. section 24-73-101~~, the Colorado Consumer Data Privacy Law, and renders records containing personally identifiable information irretrievable and illegible when the person ~~ally~~ identifying information is no longer needed.

Adopted by the Boulder Public Library District Board of Trustees, ~~December 12, 2023~~ ~~July XX, 2024~~.

Privacy Policy

[En Español](#)

Boulder Public Library District patron account records are confidential. C.R.S. [section 24-90-119](#) prohibits the disclosure of patron records except in limited circumstances established by state law. The following information may only be disclosed pursuant to subpoena, upon court order, or when otherwise needed for library operations:

- Borrowing, searching, or reading history
- Records or information identifying a person as requesting or obtaining specific materials or services or as otherwise using the library.

Library account information

The following information is retained in patron accounts and computer use registrations and sessions:

- Name, home address, and current telephone number
- Birth date
- Library or computer use card number
- Issue and expiration date
- Total number of checkouts, not titles, , renewal, and items that have claimed returned status
- Email address and/or telephone number if patrons opt to receive courtesy due date notifications and/or the library newsletter.
- Preferred language for courtesy notices.

Anonymized patron information including household addresses may be provided to third parties and used for demographic analysis to inform program development and planning efforts. Patron names and information about the items borrowed are never shared with third parties. The District requires all library resource vendors to ensure the protection of personally identifiable information.

Borrowed items

A record of borrowed library items is retained on patron accounts so the library may contact patrons if items are not returned. System identification numbers indicating borrowed items that were last checked out on the patron account are retained until the items are checked out and returned by the next patron. This is necessary to attribute any damage to an item to the appropriate patron. Once the next patron returns the item, the item's association with the previous patron account is removed.

A history of replacement charges or fines paid is maintained for a minimum of six months to provide data for disputed charges. Replacement charges are assessed after items become 21 days overdue. Items billed to the patron for replacement remain checked out on their account until the bill is reconciled.

Non-Library Electronic Resources

The District offers access to several third-party electronic resources such as [and](#) . Patrons who use [these resources](#) are advised to check the privacy statements of each site and to be cautious about providing personal information without a clear understanding of how the information will be used. Many of these resources allow patrons to save search information, create lists, and track use. The District does not have access to the information shared or collected by these resources nor does it have control over how the information may be used.

Disposing of Patron Information

The District complies with [, the Colorado Consumer Data Privacy Law, and](#) renders records containing personally identifiable information irretrievable and illegible when the personally identifying information is no longer needed.

Adopted by the Boulder Public Library District Board of Trustees, July XX, 2024.

June 28, 2024

To: Boulder Public Library Board of Trustees

From: David Farnan, Library Director

Jennifer Phares, Director of Business and Administration

Subject: 2024 Budget Update: NoBo (North Boulder) Library Playground Construction Contract, 2024 Budget Adjustments, and Investments

Background:

The 2024 district operating budget was developed based on actual costs and projections for benefits costs, facilities maintenance, liability insurance, expanding the staff and services, etc. Now that we are past the mid-year mark, it is clearer what areas in the operating budget were over- or under-projected when the budget was developed in 2023. This memo provides high level information about the budget adjustments and a status update about the investments.

The Boulder Library Foundation (BLF) obtained a grant from the Colorado Health Foundation to construct a playground on the grounds of the new NoBo Library. Per the terms of the grant, the concept design was created by Urban Play Studio. The City of Boulder requested and received a quote for the playground construction from Fransen Pittman Construction Co., the company that is building the NoBo library. The city NoBo project team advised that the District manage the playground project due to the extremely tight timing to get the certificate of occupancy and to otherwise wrap up the NoBo library construction.

Update about Investments:

The District's investment CDs (Certificates of Deposit) with JPMorgan Chase Bank reached their 3-month maturity on June 30, 2024. David Farnan recommends that \$15M be moved and invested with [COLOTRUST](#). COLOTRUST is a statutory trust available only for Colorado governmental entities. COLOTRUST's earnings on investments over the past year were about one point higher than JPMorgan (5.6% compared to 4.8%). More importantly, all funds invested in COLOTRUST are liquid, meaning the money invested by the District is available for withdrawal at any time, and there are no penalties or fees. This is not the case with the CDs from JPMorgan - where the investment commitment is 90 days until they reach maturity and funds withdrawn early are subject to penalty fees.

The transfer of investment to COLOTRUST is consistent with the Draft Investment Policy that the Board's Finance Committee considered earlier this year. The current Finance Committee will bring the final draft of the Investment Policy to the July 16 Board meeting for the Board's consideration. Please note there is a statutory requirement for the Board to approve an investment policy by July 31, 2024.

2024 Operating and Capital Budget Adjustments:

During July, non-personnel operating funds will be reallocated to cover expenses that were under-projected such as courier, shipping, bank fees, liability insurance, and IT consultants. Any

remaining funds from the budget areas that were over-projected (after the reallocation) will be transferred to the operating capital budget lines for building improvements and to address deferred maintenance, approximately \$500K. The Facilities Team is in the process of conducting building walk throughs with vendors to obtain quotes for improvement projects and deferred maintenance items outlined in the property condition assessment report produced by Cumming Management Group, Inc. in 2023 plus some other improvements for patron and staff areas in the facilities.

The amount of money the District owes the City of Boulder is a little more than \$12M, which is less than the amount appropriated for that purpose, which was a little more than \$13.8M. The \$12M will be paid to the city in two installments in 2024. The balance after the debt is paid to the City will be held as fund balance and some of it may be used to fund capital improvements and deferred maintenance.

The City will also issue the District the balance of Development Excise Tax and/or Impact Fee revenues that were collected for the library in 2023 plus any remaining library fund balance. The amount is \$592K.

Warner Charitable Trust:

The Boulder Public Library receives a donation each year from the Warner Charitable Trust. As per the agreement, the contributions are divided into equal parts for the acquisition of books in the Children's and Adult sections of the library. The expenditure of the funds must be exclusively applied for these purposes only and any funds not so expended are to be returned to the trust.

Alex H. Warner was a longtime Boulder educator, library supporter and activist for seniors and youth. The Warner Charitable Trust was established upon his death in May 1990 to support the library's collection of children and adult materials for the community. Mr. Warner served as a library commissioner from 1969 to 1973 and later as a member of the Boulder Library Foundation.

The 2024 disbursement to the District is \$5,698. Staff requests the Board's consideration to accept the donation and appropriate it for use to purchase library materials.

Playground Construction Contract:

To complete the NoBo library playground construction as soon as possible after the facility opens and to avoid cost escalations that may result from longer procurement processes, staff decided to use the cooperative purchasing process rather than issuing a Request for Proposal. JOC Construction was selected to complete the playground. JOC Construction submitted a project proposal under cooperative pricing agreements with [Gordian](#) and [Sourcewell](#). The City of Boulder also contracts with JOC Construction on a variety of projects and the city NoBo project team recommended the District use the company. The proposed contract was reviewed by Seter Vander Wall & Mielke, P.C. Staff requests the Board's approval of the contract with JOC Construction. The amount of the contract is \$1,137,534. See final concept plan on the last page of this memo. Staff will budget a 10% contingency from the operating capital budget, approximately \$115K, to cover the costs excluded from the contract such as permit fees.

Playground Funding:

The Colorado Health Foundation Grant obtained by the BLF in December 2022 for the outdoor spaces is \$700K plus \$47K of interest earnings net of administration fees. The BLF issued \$175K of the grant funds last year to the City of Boulder NoBo construction project. Those funds were used for concrete work including planters on the plaza. The BLF has also paid \$20K in direct project expenses from the grant. The BLF will disperse the remainder plus accrued interest of the grant, approximately \$550K to the District in July. To fully fund the playground construction contract, staff recommends that the \$592K of Development Excise Tax and/or Impact Fee revenues from the City be appropriated to fund the playground construction contract cost. The contingency will come from capital funds in the operating budget.

Questions for the Board of Trustees:

1. Does the Board of Trustees have any questions or input regarding the playground construction contract, the investments, or the budget adjustment?
2. Will the Board consider a motion to approve the playground construction contract and the budget resolution?



concept sketches

Playground & Makerspace site plan North Boulder Library

June 2024

scale: 1" = 10'



BOULDER
PUBLIC LIBRARY

BOULDER
LIBRARY
FOUNDATION

The Colorado
Health Foundation

urban
play
studio

MEMORANDUM

TO: Boulder Public Library District

FROM: Seter, Vander Wall & Mielke, P.C.; Kim J. Seter, Esq.

DATE: June 28, 2024

RE: Legal Status Report for the July 2, 2024 Trustees' Meeting

2024 Budget Amendment

Task: Prepare Budget Amendment for Funds Re NOBO Playground and Gunbarrel Remodel

Status: Budget Amendment Resolution Attached.

1. Present the Resolution for consideration.
2. Open a public hearing and allow any citizens to comment.
3. Close the public hearing and call for a vote on the Resolution.

Action: **MOTION:** *I move the board of Trustees approve Resolution No. 7-01-2024, A RESOLUTION TO AMEND 2024 BUDGET AND TO IDENTIFY FUNDS FOR CONSTRUCTION*

JOC Construction Contract for NOBO Playground

Task: Review and Revise Contract for Construction

Status: A full copy of the contract is attached for your consideration. It includes a covering agreement that in essence assigns the JOC contract with the City to the District.

This seemed much simpler than redrafting the contracts and proposals; but, I will need to do some follow up work to ensure this approach is acceptable to everyone. I will present the results at the meeting.

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Action: **MOTION:** *I move the Board of Trustees to authorize entering into the First Amendment to Construction Contract between the City of Boulder and JOC Construction, LLC and execute Work Order No. 24-BOULDER-PLD-0001.000/NOBO library - Playground to complete the playground construction at the new NOBO Branch library.*

ADA Accessible Website Completed. Will be removed from the next status report.

Task: Comply with new legislation regarding website accessibility.

Status: The regulatory requirements for ADA Accessible website activity are changing rapidly. The Trustees approved and posted the accessibility statement provided by Marmot at the last meeting.

The remaining tasks are to:

1. Create a plan to remove accessibility barriers and/or
2. Create a progress-to-date report that demonstrates concrete and specific efforts toward compliance.

The “plan,” provides a defense to any accessibility claims. It could include but is not limited to the following:

1. Annual status updates demonstrating progress on advancing technology accessibility
2. Prioritization of digital content
3. The steps the public entity is taking to remove accessibility barriers in their digital content
4. The steps the public entity is taking to remove accessibility barriers in their digital content
5. Policies for regularly testing and remediating digital content.

The rules do not require publishing a plan or proactively submitting documentation to an outside authority. However, the plan/status updates, even if only maintained internally, will be an effective way for BPLD to provide evidence that it is making good faith progress to remove accessibility barriers.

To serve as a safe harbor from July 1, 2024 to July 1, 2025, the “report” should be posted on BPLD’s front-facing web pages and updated quarterly.

A copy of a DRAFT FORM is attached for your use.

Action: No Board action is necessary.

Transition Process for Administrative Work-Ongoing Matter

Task: Transition minutes, notices, agenda preparation, records management etc. to BPLD personnel.

Status: Archives and other matters will be transitioned as capacity warrants.

Action: None required.

Additional Projects Underway

- a. Policy and procedure reviews
- b. Redrafts of assigned contracts

**Boulder Public Library District
Board of Trustees**

Res. No. 07-01-2024

**A RESOLUTION TO AMEND 2024 BUDGET
AND TO IDENTIFY FUNDS FOR CONSTRUCTION**

The Board of Trustees of the Boulder Public Library District met on Tuesday, July 2, 2024, at 6:00 p.m., at Boulder Public Library, Canyon Meeting Room, 1001 Arapahoe Ave., Boulder Colorado, at which time the following Resolution was adopted by affirmative vote of the Board of Trustees.

RECITALS

WHEREAS, the Board of Trustees of the Boulder Public Library District approved an annual budget and appropriated funds for the fiscal year 2024; and

WHEREAS, the sum of \$2,466,411 was appropriated to the Capital Projects Fund and identified as a reserve for construction projects; and,

WHEREAS, money is needed to contract for completion of construction at the new North Boulder Library Branch ("NOBO") and the newly acquired Gunbarrel Branch site ("Construction Projects"); and,

WHEREAS, additional funds are available for appropriation,

NOW, THEREFORE, The Board of Trustees is Resolves that:

I. The reserved sum of \$ 2,466,411.00 appropriated to the Capital Projects Fund shall be utilized for the Construction Projects; and,

II. The sum of \$ 592,000.00 is from the City of Boulder Development Excise Tax and/or Impact Fee revenues and is appropriated to the Capital Projects Fund to supplement the reserved funds for the Construction Projects; and,

III. Grant funds currently available from the Boulder Library Foundation in the amount of \$ 550,000.00 is hereby accepted and appropriated to the Capital Projects Fund to be applied to the Construction Projects pursuant to the terms of the grant.

IV. Following these appropriates, the additional amount appropriated to the Capital Projects Fund budget is \$ 1,200,000.00.

V. Grant funds available from the Warner Charitable Trust in the amount of \$5,698.22 are herby accepted and appropriate to the General Fund to be applied to purchases of Library Materials pursuant to the terms of the grant.

VI. No other amendments or changes are approved by this Resolution.

RESOLVED this 2nd day of July, 2024.

BOULDER PUBLIC LIBRARY DISTRICT

By: Doug Hamilton, President

ATTEST:

By:

CERTIFICATION

I, _____, certify that I am a _____ of the Boulder Public Library District and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Trustees adopted at a meeting of the Board of Trustees held on Tuesday, July 2, 2024, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the public hearing to amend the budget for fiscal year 2024; that said proceedings were duly had and taken and that the meeting was duly held.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 2nd day of July, 2024.

By:

**FIRST AMENDMENT TO
CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF BOULDER, COLORADO
AND
JOC CONSTRUCTION, LLC
DATED OCTOBER 31, 2022**

This First Amendment to Construction Contract between the City of Boulder, Colorado and JOC Construction, LLC ("**JOC**") dated October 31, 2022 is entered into by the Boulder Public Library District, a quasi-municipal corporation and political subdivision of the state of Colorado as successor to the City of Boulder ("**City**") concerning the Work Order Number: 24-BOULDER-PLD-0001.000/NOBO library - Playground ("**BPLD**").

RECITALS

- A. JOC and BPLD adopt and incorporate the RECITALS set forth in AGREEMENT-JOC ORDER CONTRACTING form and attachments attached hereto as **Exhibit A ("Contract")**.
- B. JOC bid on the City's RFP No. 34-2022 and, pursuant to the terms of the Contract, has submitted its Work Order Number: 24-BOULDERPLD-0001.000 regarding NOBO library - Playground. A copy of the Work Order including the Scope of Work and Price Proposal is attached as **EXHIBIT B** (the "**Work Order**").
- C. BPLD was formed and exists to provide the public library services formerly provided by the City of Boulder, including the completion of construction and the operation of the North Boulder Branch Library and its playground ("**NOBO**").
- D. The parties desire to implement the Work Order and to substitute BPLD for the City as the party obligated under the Contract.

AGREEMENT

- I. ASSIGNMENT AND DELEGATION. All rights, duties and obligations owed to or owed by the City under the Contract as it relates to the Work Order are assigned and delegated to BPLD.
- II. OBLIGATIONS OF JOC. JOC will not look to the City for performance of the obligations imposed on the City under the Contract as it applies to the Work Order but will look to BPLD.
- III. SIGNATURES AND CONTACTS. Signatures on the Contract Documents defined in paragraph 5 of the Contract affixed by an authorized representative of BPLD for purposes of completing the Work Order shall be deemed binding on the parties even if

made in a signature block identifying the City, but shall be corrected by striking through (not deleting) the City and inserting Boulder Public Library District and its authorized signers.

IV. Amendment to Contacts. Paragraph 11. NOTICE of the Contract is amended by striking the names and addresses under "If for the City:" and inserting:

David Farnan
District Director
1001 Arapahoe Avenue
Boulder, CO 80302
(303) 441-3100
farnand@boulderlibrary.org

With a copy to:

Kim J. Seter, Esq.
BPLD Attorney
7400 E Orchard Road, Suite 3300
Greenwood Village, CO 80111
(303) 770-2700
kseter@svwpc.com

V. Property Ownership: Warranty, Bonds and Insurance. JOC acknowledges that the City remains the Owner of the real property underlying the playground and other areas that are the subject of the Work Order and will be the owner of the final Work product which is leased to BPLD to provide library services. Accordingly, the Contractor's Warranty and Guarantee contained in Article VI of the Contract; and, required payment and performance bonds shall continue to run to the benefit of the City which may invoke them at the request of BPLD.

VI. Interpretation. All provisions of the Contract Documents and Work Order shall be interpreted in a manner that implements the manifest intent of the Parties to complete the Work Order project under the supervision of BPLD for the sums and at the quality levels anticipated in the Work Order.

Agreed this _____ day of July, 2024.

Boulder Public Library District

President, Doug Hamilton

Attest:

JOC Construction, LLC

By: Kyril Kavalenka
Regional Manager

Acknowledged:

City of Boulder

City Manager

Attest:

City Clerk

Exhibit A
("Contract")

CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF BOULDER, COLORADO
AND
JOC CONSTRUCTION, LLC
DATED OCTOBER 31, 2022

**AGREEMENT
JOC ORDER CONTRACTING**

This Construction Contract (this “Contract”) is made and entered into this ___ day of _____ 20__ between the City of Boulder, a Colorado home rule municipality (the “City”), and JOC Construction, LLC, a Georgia limited liability company (“Contractor”). The City and Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.

RECITALS

A. In accordance with the City’s purchasing ordinance, the City issued Request for Bids, No. 34-2022, for City of Boulder 2022 Job Order Contracting. The RFP is attached as **Exhibit A** and incorporated by this reference. The RFP was later amended by Addenda No. 1, 2, 3, 4, 5, attached as **Exhibit A-1** and incorporated by this reference. Together the RFP and Addenda No. 1, 2, 3, 4, 5, constitute the “Work.”

B. Contractor responded to RFP No. 34-2022. Contractor’s response is attached as **Exhibit B** and incorporated by this reference. The resolution of differences between Exhibit A and Exhibit B shall be addressed in the Special Conditions and shall be considered an amendment to the definition of the Work; however, if such differences are not addressed in the Special Conditions, the definition of the Work shall remain as stated in Recital A, above.

C. The City has determined that Contractor submitted the lowest responsive, responsible bid and has selected Contractor to perform the Work.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions and covenants included in this Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Work. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, the Construction Task Catalog® (CTC), and all other terms and conditions of the Contract Documents and Job Orders issued under this Agreement. Contractor is required to complete each Detailed Scope of Work for the Job Order Sum within the Job Order Completion Time. The Estimated Annual Value of the Contract is Two Million Dollars (\$2,000,000) per contract term.

2. Payment. The City shall pay Contractor in current funds for completion of Work required, necessary, proper for or incidental in accordance with Contract Documents and the Detailed Scope of Work described in each Job Order, the unit prices set forth in the Construction Task Catalog® (CTC) and the following Adjustment Factors:

Item	Description	Adjustment Factor
1.	Normal Working Hours: Monday through Friday, 8:00 am to 5:00 pm, except City	1.1788

	holidays.	
2.	Other Than Normal Working Hours Adjustment Factor: Monday through Friday 5:00 pm to 8:00 am and all-day Saturday, Sunday, and City holidays; All work in Secured Facilities, All hours	1.2111
3.	Non Pre-Priced Items	1.2888

3. Liquidated Damages for Failure to Complete Work on Time. Contractor recognizes that its failure to complete the Work on time will have a materially adverse impact on the business and operations of the City and damages for such delay would be difficult to calculate. Accordingly, if Contractor fails to substantially complete the Work on time, the City shall be entitled to recover liquidated damages. In that case, Contractor shall be liable for liquidated damages as per the table in Exhibit D, JOC Special Conditions and Procedure for Ordering Work, paragraph 9.1, for each and every day that substantial completion of the Work is delayed past the established time limit or limits, including due allowance for any extension of time agreed to by the City. The liquidated damages herein specified are only intended to compensate the City for Contractor’s delay in performance and are not meant to compensate the City for litigation costs or attorneys’ fees incurred by the City, or other incidental or consequential damages suffered by the City due to Contractor’s performance. Contractor’s payment of liquidated damages shall not preclude the City from commencing an action against Contractor for other actual harm resulting from Contractor’s performance that is not due to Contractor’s delay in performance.

4. Additional Terms and Conditions; Federal Aid Provisions. All terms and conditions included in the General Conditions, attached as **Exhibit C**, and in the JOC Special Conditions, attached as **Exhibit D**, are incorporated by reference into this Contract. The JOC Special Conditions are additions and revisions to the General Conditions which refer to aspects of particular contracts. In the event that there are inconsistencies between the General Conditions and the JOC Special Conditions, the JOC Special Conditions shall supersede the General Conditions. Federal Aid Provisions. Whenever federal funds are used on the work, the JOC Special Conditions shall set forth the federal funding provisions. In such event the rules and regulations promulgated by the federal department or agency disbursing the funds shall be among the terms and conditions of this Contract and shall be observed by Contractor and shall be taken into account by Contractor in preparing and submitting its bid proposal. In the event of an inconsistency between the contract documents and federal aid requirements, the latter shall govern. When the United States of America provides funds, it may assign inspectors to ensure that the purposes for which the funds were provided are achieved. However, such activity by the United States does not make it a party to this Contract and shall not modify the rights or obligations of either the City or Contractor hereunder.

5. Order of Precedence.

- A. This Contract consists of this contract agreement, the RFP, Contractor’s Response to the RFP, the General Conditions, the JOC Special Conditions, the Construction Task Catalog®, the Technical Specifications, and Supplemental Job Orders,

addenda and other documents that may be required or specified.

To resolve conflicts resulting from errors or discrepancies in these documents, the order of precedence shall be as follows:

1. Contract Amendments (later takes precedence over earlier)
2. This Construction Contract
3. RFP/RFB Addenda (later takes precedence over earlier)
4. JOC Supplemental Conditions (Exhibit D)
5. Job Orders (including Detailed Scopes of Work, Job Order Proposals, Drawings, and any Supplemental Job Orders)
6. RFP/RFB (Exhibit A)
7. Contractor's Response to the RFP/RFB (Exhibit B)
8. General Contract Conditions (Exhibit C)
9. The Construction Task Catalog®
10. Technical Specifications

6. No Multi-Fiscal Year Obligation. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Contract does not create a multiple fiscal year direct or indirect debt or obligation within the meaning of TABOR and notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Contract shall terminate this Contract at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Contractor of any failure to appropriate such adequate monies.

Appropriations. The amount of funds appropriated to pay Contractor for its Work under this Contract is not to exceed \$2,000,000 annually. Before Contractor commences any work for a particular job order contract which the City has agreed to pay, the City shall provide Contractor with a written assurance that funds equal to sum of the Job Order Contract have been lawfully appropriated. If the funds for a particular Job Order Contract to be used to pay Contractor for its work have been raised by issuing bonds, appropriations by the City to pay the debt on those bonds may occur subsequent to the date of the Job Order Contract. The City shall provide Contractor with a written assurance that each such appropriation has been lawfully made shortly after it occurs.

8. Affidavit of Compliance with Affirmative Action Requirement. Contractor has read Section 12-1-3, B.R.C. 1981, which relates to nondiscrimination, and agrees to comply with its terms so

long as Contractor is under contract with the City.

9. Compliance with Keep Jobs in Colorado Act. The Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.*, requires that Colorado labor shall be employed to perform at least eighty percent of the work on a public works project. Contractor acknowledges this requirement and shall ensure that eighty percent of the work performed pursuant to this Contract shall be performed by Colorado labor.

10. Warranty of Non-Collusion. By executing this Contract, the undersigned warrants that:
- A. Contractor has not allowed any competing bidder or employee or agent thereof to see Contractor's bid or to know of its contents.
 - B. Contractor has not discussed the contents of its bid with any competing bidder, or any other person who a reasonably prudent person would believe would be likely to transmit information to a competing bidder.
 - C. Contractor has drafted its bid independently of any competing bidder.

Failure to abide by the above provisions relating to collusion shall render Contractor liable to the City for damages including, without limitation, payment of the bid bond as liquidated damages. In addition, the City may void any contract entered into with a bidder guilty of collusion.

11. Notice. Any notice provided pursuant to this Contract shall be in writing to the Parties at the work site or at the addresses set forth below and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested; or (iii) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either Party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other Party.

If to Contractor:

Matthew Noonan, President
JOC Construction, LLC
1954 Airport Road, Suite 235
Chamblee, Georgia 30341

If to the City:

Adam Goldstone
City Project Manager
P.O. Box 791
Boulder, Colorado 80306

With a copy to:

City Attorney's Office
1777 Broadway, 2nd Floor
P.O. Box 791

12. Compliance with Laws. At all times during the performance of this Contract, Contractor shall strictly adhere to all applicable federal, state, county and City laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Health, Occupational Safety and Health Administration (OSHA) standards. As used in this Section 12, and hereafter, the term “laws” shall include, without limitation, all federal, state and City codes, charters, ordinances, laws, standards, rules, regulations and permits.

13. Discrimination in Employment Practices Prohibited. Pursuant to Section 12-1-3, B.R.C. 1981, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender variance, marital status, religion, ancestry, mental or physical handicap, or age, except when sex or age or absence of mental or physical handicap is a bona fide occupational qualification, and, in the instance of a handicap, no reasonable accommodation can be made. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the above-mentioned characteristics. Such action shall include, without limitation, the following: employment, upgrading, demotion, transfer, recruitment, and recruitment advertising, lay-off and termination, rate of pay and other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places on the work site notices setting forth this non-discrimination clause. In the event of Contractor’s non-compliance with the foregoing non-discrimination clause, this Contract may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for future City contracts.

14. Immunity. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of Section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended.

15. Assignment. Contractor shall not assign this Contract without the written consent of the City, which the City may withhold at its sole discretion.

16. Complete Agreement. This Contract is intended as the complete integration of all understandings between the Parties and supersede all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing.

17. Amendment in Writing. No modification, amendment, waiver, or novation shall be valid unless incorporated in a written amendment to this Contract or in a Supplemental Job Order signed by both the Project Manager and Contractor. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

18. Severability. To the extent that the performance of the Parties’ obligations may be accomplished within the intent of this Contract, the terms of this Contract are severable, and should any term or provision of this Contract be declared invalid or become inoperative for any reason, such

invalidity or failure shall not affect the validity of any other Contract term or provision.

19. Headings; Recitals; Exhibits. The section headings in this Contract are solely for convenience and shall not be considered in its interpretation. The recitals set forth at the beginning of this Contract, as well as the exhibits, attachments and forms referred to throughout this Contract, are incorporated into this Contract.

20. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Contract.

21. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Contract shall not affect in any way the full right to require such performance at any subsequent time nor shall the waiver by either Party of a breach of any provision of this Contract be taken or held to be a waiver of the provision itself.

22. No Third-Party Beneficiaries. This Contract shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties. It is expressly understood and agreed that 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 City and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. This Contract is not intended to create any right in or for the public or any member thereof, any subcontractor or supplier, nor any other third party, nor to authorize anyone not a party to this Contract to maintain a suit to enforce its terms. It is the express intention of the City and Contractor that any such party or entity, other than the City or Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only. This Section 22 shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by Contractor.

23. No Requirements Contract. Nothing in this Contract shall be construed as a requirements contract and, notwithstanding anything to the contrary contained herein, this Contract shall not be interpreted to prevent the City from obtaining from third parties, or providing to itself, any or all of the services described herein; the City shall be free to obtain said services from other sources without incurring liability or damages to Contractor.

24. Applicable Law; Jurisdiction; Venue. This Contract shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Contract shall be brought before the state court situated in Boulder County, Colorado or federal court situated in the City and County of Denver, Colorado and each Party consents to jurisdiction and venue before such courts.

25. Attorneys' Fees. If the City is reasonably required to engage an attorney to assist it in connection with any claim, dispute, or other disagreement with Contractor, including without limitation engagement in connection with any litigation or arbitration proceedings under this Contract, and the City substantially prevails in such proceeding, Contractor shall reimburse the City for its reasonable attorneys' fees, costs, and other expenses including without limitation the expenses of consultants and other experts, incurred by the City in such proceedings. Reimbursement of attorneys' fees shall be at the prevailing rate within the City for services rendered by the City Attorney and employees of the City who assist the office of the City Attorney in such proceedings.

26. No Arbitration. No dispute between the Parties shall be resolved by binding arbitration before any extra-judicial body or person. Any provision to the contrary shall be null and void.

27. Survival. Any and all provisions of this Contract that, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Contract shall survive any expiration or termination of this Contract.

28. Authorization. Contractor warrants that the individual executing this Contract is properly authorized to bind Contractor to this Contract.

The Parties to this Contract have caused it to be executed by their authorized officers as of the day and year first above written. This Contract may be executed in counterparts, each of which shall be original, but all of which together shall constitute a fully binding and executed Contract.

CONTRACTOR

By: Kiryl Kavatenka

Title: Regional Manager

STATE OF Colorado)

) ss.

COUNTY OF Denver)

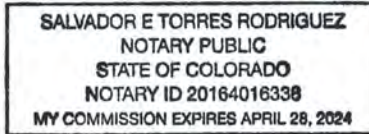
The foregoing instrument was acknowledged before me, a notary public, this 2 day of November, 2022, by Kiryl A Kavatenka, as _____.

Witness my hand and official seal.
My commission expires:



(SEAL) Notary Public

CITY OF BOULDER



City Manager

ATTEST:

City Clerk

Purchasing Agent

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A

REQUEST FOR PROPOSALS



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL

RFP NO. 34-2022

Job Order Contracting
for
General Building

ISSUE DATE: August 2, 2022

DUE DATE: 12:00 PM, Tuesday, September 6, 2022

CONTACT: Adam Goldstone

Project Manager Email Address: GoldstoneA@bouldercolorado.gov

CITY OF BOULDER
2022 Job Order Contracting

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CITY OF BOULDER, COLORADO
NOTICE OF REQUEST FOR PROPOSAL - RFP NO. 34-2022
JOB ORDER CONTRACTING

Issued: August 2, 2022

The City of Boulder, Facilities and Fleet Department is accepting proposals for Job Order Contracting construction services.

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the City. Job Order Contracting is typically used for small to medium sized repair and rehabilitation work, replacement in kind projects, and minor new construction.

A mandatory pre-bid conference will be held on **Tuesday, August 16, 2022, from 10:00 AM to 12:00 PM, MDT**, at the following location:

City of Boulder Finance Offices
Brenton Building
First Floor Conference Room No. 107
1136 Alpine Avenue
Boulder, CO 80304

The purpose of the pre-bid conference is to discuss the JOC concept and documents, answer questions and discuss JOC from the contractor's perspective. Proposals submitted by firms not represented at the Mandatory Pre-Bid Conference will not be considered.

Solicitation Documents will be issued electronically only. A copy of the Request for Proposals (RFP) may be obtained from the Rocky Mountain E-Purchasing System at:

www.bidnetdirect.com/colorado

The City will only accept electronic submissions in response to this RFP. Electronic submissions are required to be considered for an award. Please plan for a maximum file size of 2GB. To submit your RFP online, please visit www.bidnetdirect.com/colorado. The submission deadline is **Tuesday, September 6, 2022, at 12:00 p.m. MDT**.

If you experience problems submitting your electronic response, please contact the Bidnet Direct technical support team (800-835-4603) **prior** to the submission deadline. The 12:00 pm deadline is a hard stop. You must completely save your submission to the site before the deadline, or you will be locked out and your submission will not be accepted.

Proposals shall be prepared at the proposer's expense and becomes a city record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. Preference is hereby given to labor, materials, supplies, or provisions produced, manufactured, or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

The City is committed to socially responsible procurement and promoting social equity through our contracts. We work to ensure open and fair procurements, competitive and fair pricing, environmentally sustainable solutions, and encourage members of the underserved business community to participate in our competitive solicitations.

The lowest responsible and best proposals shall be accepted; provided, however, that the city, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

City of Boulder, Colorado
A Municipal Corporation

NOTICE TO BIDDERS

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the City. Job Order Contracting is typically used for small to medium sized repair and rehabilitation work, replacement in kind projects, and minor new construction.

The RFP includes a Construction Task® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

Thereafter, as projects are identified the selected Contractor will jointly scope the work with the City. The City will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, incidental drawings and sketches, a list of subcontractors, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

A mandatory pre-bid conference will be held on **Tuesday, August 16, 2022, from 10:00 AM to 12:00 PM, MDT**, at the following location:

City of Boulder Finance Offices
Brenton Building
First Floor Conference Room No. 107
1136 Alpine Avenue
Boulder, CO 80304

Free parking is available in visitor parking lots located immediately south of the Brenton Building. The parking lots are accessible from North Street, one block south of Alpine Avenue off Broadway.

The purpose of the pre-bid conference is to discuss the JOC concept and documents, answer questions and discuss JOC from the contractor's perspective. Proposals submitted by firms not represented at the Mandatory Pre-Bid Conference will not be considered.

The City is establishing an Underserved Business Program to encourage small and underserved business participation on construction contracts with a participation goal of five percent (5%). The City strongly encourages all bidders to include such participation whenever possible, by utilizing SBE/WBE/MBE subcontractors, vendors, and suppliers. The City also strongly encourages SBE/WBE/MBE firms to respond to this solicitation as prime contractors and identify themselves as such in their bid response.

As a part of the Job Order Contracting program, the City is accepting proposals from experienced contractors. Job Order Contracts will be awarded through an advertised process. It is the intent of the City to award up to four (4) General Building Construction contracts to contractors using the evaluation factors and the relative weight of the Adjustment Factors. Award(s) will be made to the highest scored contractor(s).

The Minimum Contract Value for each Contract is \$10,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least the Minimum Contract Value during the Base Term of the Contract. The Estimated Annual Value per Contract is \$2,000,000 per contract year. The Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value. The Contractor is not guaranteed to receive the Estimated Annual Value. It is merely an estimate. The City has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.

The base term of the Contract is for a period of three (3) years, with two annual (2) Option Terms. Each Option Term is for a period of one year. Both parties must agree to extend the Contract for an Option Term.

All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

Proposers will bid four Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours, a second Adjustment Factor for performing work during Other Than Normal Working Hours and in any Secured Facility, and a third Non-Prepriced Adjustment Factor to be applied to Non-Prepriced work. The Adjustment Factors apply to every Pre-priced Task in the Construction Task Catalog®.

The Adjustment Factors are as follows:

- a. Normal Working Hours Adjustment Factor: Monday through Friday 8:00 am to 5:00 pm except City holidays.
- b. Other Than Normal Working Hours Adjustment Factor: Monday through Friday 5:00 pm to 8:00 am and all-day Saturday, Sunday, and City holidays, plus all work in Secured Facilities during all hours
- c. Non Pre-priced Task Adjustment Factor: for Non Pre-priced Tasks.

***The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.
The Non Pre-priced Task Adjustment Factor must be greater than or equal to 1.0000.***

For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours	70%
Other than Normal Working Hours; Secured Facilities, All Hours	20%
Non Pre-priced	10%

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

The Construction Task Catalog® and Technical Specifications can be accessed at the following link:

<https://fortive.box.com/s/t2yl6z4nzwo22kl3o7ovpzajkqt7zasu>

The City selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its

obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the City. **The Contractor shall be required to execute Gordian’s JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

The proposal guaranty shall be a bid bond in the amount of \$5,000.

Bidders are required to hold the following licenses and certifications at the time of bidding; Class A Building Contractor issued by the City of Boulder and Class A Commercial Construction issued by the County of Boulder. These requirements are subject to change without notice. See Section 112 of the General Conditions for further information.

The above referenced individuals are the only representatives of the City with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. Contact with any other employee of the City of Boulder or any other individual regarding this project is not authorized. Any information obtained from other than an authorized City representative, shall be considered invalid in the preparation of a proposal for this project.

Before submitting a bid, each bidder shall:

- Examine the contract documents thoroughly;
- Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work;
- Study and carefully correlate the bidder’s observations with the contract documents; and
- Notify the project manager of all conflicts, errors, omissions, ambiguities, or discrepancies in or among the contract documents.

Bid Posting	August 2, 2022
Mandatory Pre-Bid Conference	August 16, 2022
Questions due	August 23, 2022
Answer addendum posted (if needed)	August 26, 2022
Bid Closing Date	September 6, 2022, at Noon
Contract Evaluation Period	September 7 to September 13, 2022
Notice of Intent to Award posted	September 14, 2022 (tentative)
Protest Period	September 15 to September 28, 2022 (tentative)
Contract Award	October 3, 2022 (tentative)

If a prospective bidder has questions regarding this solicitation they must be directed, in writing, to the City's representative, Adam Goldstone, at GoldstoneA@bouldercolorado.gov, no later than Tuesday, August 23, 2022.

The City of Boulder shall provide a protest period of ten (10) business days following the day of the announcement of the Notice of Intent to Award, in order to allow a protester to file a detailed statement of the grounds of the protest. Any Proposer wishing to protest must file a detailed written statement of the grounds of the protest, noting the bid number, with the City Manager no later than 5:00 pm on the second business day. The City shall promptly make a determination on the merits of the protest and provide to all Proposers a written decision of denial or acceptance of the protest. The City shall not execute the protested contract until two (2) business days following the City's decision on the protest.

**REQUIRED
BID
RESPONSE**

To be considered, all bids shall be submitted in accordance with the instructions in this RFP and include the following completed forms:

- City of Boulder Contractor Qualification Forms
- City of Boulder Bid Form.
- City of Boulder Bid Bond in the amount of \$5,000.
- City of Boulder Acceptance of Terms and Conditions
- City of Boulder-Non-Collusion Certificate

These forms have been included as a separate PDF file in the BidNet documents section. The PDF file is labeled Required Bid Documents.



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL

REQUIRED BID FORMS

RFP NO. 34-2022

Job Order Contracting
for
General Construction

ISSUE DATE: August 2, 2022

DUE DATE: 12:00 PM, Tuesday, September 6, 2022

CONTACT: Adam Goldstone

Project Manager Email Address: GoldstoneA@bouldercolorado.gov

REQUIRED BID RESPONSE

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- City of Boulder Bid Form.
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- City of Boulder-Non-Collusion Certificate

REQUEST FOR PROPOSALS NO. 34-2022
REQUIRED BID RESPONSE
2022 JOB ORDER CONTRACTING FOR GENERAL BUILDING

CONTRACTOR QUALIFICATION FORMS and SUBMITTAL INSTRUCTIONS

Contractor’s Qualification Statement: Complete and submit the Contractor Qualification Statement including all attachments and other requested information.

Comparable Construction Experience: The City of Boulder is seeking to obtain the services of an experienced Contractor with work experience similar to the type of work the City may procure with JOC. Submit projects that have achieved final acceptance after January 2018. Offerors with less experience will be considered but will be scored accordingly.

Using the attachment for projects less than \$250,000, submit three (3) repair or rehabilitation general construction projects whose final value including change orders is equal to or less than \$250,000. Complete a separate attachment for each Project under this category **and** attach a one-page summary describing the scope of work.

Using the attachment for projects with a value over \$250,000, submit three (3) repair or rehabilitation general construction projects whose final value including change orders is over \$250,000. Complete a separate attachment for each Project under this category **and** attach a one-page summary describing the scope of work.

Key Personnel Assigned to the Contract: The City of Boulder desires to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate attachment **and** attach a resume.

- **Project Manager:** Complete the Project Manager attachment **and** attach a resume.
- **General Field Superintendent:** Complete the General Field Superintendent attachment **and** attach a resume.
- **Contract Administrator:** Complete the Contract Administrator attachment **and** attach a resume

The Key Personnel submitted in response to this solicitation shall be assigned for the duration of the Contract. Any proposed substitutions must be approved by the City prior to the substitution.

Safety Experience:

The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. **List Bidder’s Interstate Experience Modification Rate for the last three years.**

2021: _____

2020: _____

2019: _____

2. **Use Bidder’s last year’s OSHA 300 log to fill in the following:**

a. **Number of lost workday cases** _____

b. **Number of medical treatment cases** _____

c. **Number of fatalities** _____

3. **Employee hours worked last year** _____

4. **State the name of Bidder’s safety engineer/manager or Site Safety Officer:**

Contractor's Qualification Statement

1. General Information

Company Name: _____

Street Address: _____

PO Box / Rural Route: _____

City: _____

State: _____

Postal Code: _____

Telephone: _____ Fax: _____

Website: _____

2. Years Company has been a General Contractor: _____

4. Is the Company Office within a 50 mile radius of the City of Boulder Facilities & Fleet offices; 1720 13th Street, Boulder, CO 80302? : Yes No

5. Has the Company Office Administering the Contract Been Staffed and Operational for at least Three (3) Years: Yes No

6. Attach a List of Tradespeople on the Company Payroll and List of Company Owned Equipment. This Information will be Used to Determine if the Proposer can Meet or Exceed the Self Performance Requirement in the Contract. Are These Lists Attached? Yes No

7. Description of Services Completed by the Firm:

(Check **ALL** boxes that apply to Self-Performed or Subcontracted Work)

- Interior Renovation Mechanical Upgrades Electrical Upgrades
- Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Glass Installation Steel Erection Concrete Floor
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Overhead Doors Landscaping Fencing Earthwork / Site Work

8. Please List the Current Licenses Company Holds at the Time of Bidding:

9. Can Company Certify its Status as a Small, Women-Owned , or Minority-Owned Business on the City of Boulder Vendor Registration Form? (this question is informational only) Yes No

10. Attach a Letter from the Proposer’s Insurance Carrier, on the Insurance Company’s Letterhead, Stating the Proposer’s Experience Modification Rate (EMR) for the Past Three Calendar Years. Is the EMR Letter Attached? Yes No

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

12. Under what other or former names has your organization operated?

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

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

Yes No

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

Yes No

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

Yes No

Has your organization been involved in lawsuits or requested arbitration with regard to construction contracts within the last five years?

Yes No

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?

Yes No

Comparable Construction Experience, For Projects Equal to or Less than \$250,000

1) Offeror's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2018.** Yes No

7) Project Location: _____

8) Company Role: Prime Contractor Subcontractor

9) Percentage of Self Performed Work with the Company's Trades: _____%

10) Work Completed For: _____

11) Scope of Work is General Construction Work: Yes No

12) Attach a separate sheet describing the scope of work: Yes No

13) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact:

Name _____ Title _____

Telephone: _____ Email Address: _____

14) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** *(Attach Additional Information As Necessary)*

Comparable Construction Experience, For Projects Over \$250,000

1) Offeror's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2018.** Yes No

7) Project Location: _____

8) Company Role: Prime Contractor Subcontractor

9) Percentage of Self Performed Work with the Company's Trades: _____%

10) Work Completed For: _____

11) Scope of Work is General Construction Work: Yes
No

12) Attach a separate sheet describing the scope of work: Yes No

13) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact:

Name _____ Title _____

Telephone: _____ Email Address: _____

14) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** *(Attach Additional Information As Necessary)*

Key Personnel, Project Manager

1) Offeror's Name: _____

2) Agency/Client Name: _____

3) # of Years with the Firm: _____

4) # of Years Construction Experience: _____

6) # of Years' Experience Working in State of Colorado: _____

7) Experience: (Check **ALL** boxes that apply)

General Construction Site Work Repair and Rehabilitation New Construction

8) Attach Resume: Yes

9) Client Reference #1: (It is your responsibility to assure that the contact information listed is correct.)

Reference's contact:

Name _____ Title _____

Telephone: _____ Email Address: _____

10) Client Reference #2: (It is your responsibility to assure that the contact information listed is correct.)

Reference's contact:

Name _____ Title _____

Telephone: _____ Email Address: _____

Key Personnel, Contract Administrator

1) Offeror's Name: _____

2) Agency/Client Name: _____

3) # of Years with the Firm: _____

4) # of Years' Experience in Contract Administration : _____

6) # of Years' Experience Working in State of Colorado: _____

7) Attach Resume: Yes

Qualifications Criteria Evaluation:

(this form is informational and for City use only)

Criteria	Weighting Factor	Score	Weighted Score
Construction Qualifications Statement:			
Comparable Construction Experience:			
Key Personnel:			
Safety Experience:			

Bidders will be evaluated on the following criteria:

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating. The rating is then automatically multiplied by the weighting factor to determine the qualification score. Bidders are then ranked according to their total points with the highest score in first place.

Weighting Factor	Qualification	Standard
3	Construction Qualification Statement	Does the response address all elements of the RFP and was it prepared in a professional and accurate manner?
4	Comparable Construction Experience	Has the bidder performed similar projects in the past and have adequate resources to complete the project? Has bidder held previous Job Order Contracting contracts in the past?
4	Key Personnel	Is the project team adequately resourced and have the background to deliver desired results?
2	Safety Experience	Has bidder included all requested information in proposal? Is bidder's EMR 1.0 or under?

REQUEST FOR PROPOSALS NO. 34-2022
REQUIRED BID RESPONSE
2022 JOB ORDER CONTRACTING FOR GENERAL BUILDING
BID FORM

The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	=Extended Total
1.	Normal Working Hours Adjustment Factor, Monday through Friday 8:00 am to 5:00 pm except City holidays.	__ . __ __ __ __	X 0.70	= __ . __ __ __ __
2.	Other Than Normal Working Hours Adjustment Factor,	__ . __ __ __ __	X 0.20	= __ . __ __ __ __
3.	Non Prepriced Task Adjustment Factor	__ . __ __ __ __	X 0.10	= __ . __ __ __ __
4.	Sum the Extended Total column. The Sum is the Award Criteria Figure.			= __ . __ __ __ __

1. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factor.
3. The Non Prepriced Task Adjustment Factor must be greater than or equal to 1.0000.
4. The City reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.
5. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare

Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.

In submitting this Bid, Bidder represents:

Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	ADDENDUM DATE	Signature of Bidder

RESPECTIVELY SUBMITTED

Signature

Date

Title

License Number (If Applicable)

(Seal – if Bid is by corporation)

Attest _____

Address _____

Email _____

Telephone _____

REQUEST FOR PROPOSALS NO. 34-2022
REQUIRED BID RESPONSE
2022 JOB ORDER CONTRACTING FOR GENERAL BUILDING
BID BOND

Witness:

_____, as principal, hereinafter called the “bidding contractor,” and _____, as “surety,” a corporation properly organized under the laws of Colorado or authorized to do business in Colorado, hereby obligate themselves to the City of Boulder, as obligee, hereinafter called the “city,” in the penal sum of **Five Thousand dollars (\$5,000.000)**, which penal sum shall secure the obligation of the bidding contractor to enter into contract with the city for the work associated with **2022 Job Order Contracting for General Building**, Project Number _____, if the bidding contractor is so selected by the city.

If the city accepts the bid of the bidding contractor, and if the bidding contractor properly executes a contract with the city to perform the work covered by the award, then this obligation shall be null and void.

In the alternative, if the bidding contractor refuses to enter into contract with the city for work described in the bid, but rather pays to the city the difference between the bidding contractor’s stated bid amount and the actual amount bid by an alternate bidding contractor, who is accepted by the city, then this obligation shall be null and void.

EXECUTED on this ____ day of _____, 20__.

(Contractor)

By: _____
(President)

(Surety Company)

By: _____
(Attorney-in-Fact)

ACCEPTANCE OF TERMS AND CONDITIONS

The Draft Contract contained in the RFP is intended for use as is. Use this form to indicate your acceptance of the terms and conditions contained in draft Contract.

Please indicate exceptions to the RFP itself in this form. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

Submitters that take exceptions to any terms and conditions or offer language substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. **Failure to take exception(s) shall mean that the proposer accepts the terms and conditions as contained in the draft Contract. Note that such exceptions may render the proposal non-responsive and cause the submittal to be rejected.**

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

The City of Boulder asks that vendors do not submit their own contract.

_____ (Signed)	—	_____ (Date)
_____ (Title)		_____ (Company)

EXHIBIT A-1
RFP 34-2022 ADDENDA

RFP 34-2022
Addendum #1

Paragraph 10 of Exhibit D, JOC Special Conditions and Procedure for Ordering Work titled: “**Annual Update of the Construction Task Catalog**” should be replaced in its entirety with the following section:

1. ENR CCI ADJUSTMENT OF THE ADJUSTMENT FACTORS

- 1.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the effective date of the Contract to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to such anniversary, that the Adjustment Factors be updated. The request shall be delivered to the Owner and to Gordian. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor’s Adjustment Factors will be adjusted according to the following:
 - 1.1.1.1. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. February bid due date, Base Year Index is February of the prior year to January of the bid due date year).
 - 1.1.1.2. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. February bid due date, Current Year Index is February of the prior year to January of the current year).
 - 1.1.1.3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 - 1.1.1.4. The Contractor’s original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor’s new Adjustment Factors effective for the next 12 months.
 - 1.1.1.5. Averages shall be obtained by summing the 12-month indices and dividing by 12.
 - 1.1.1.6. All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - 1.1.1.7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - 1.1.1.8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 1.2. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 1.3. If the Contractor submits a Price Proposal with outdated Adjustment Factors, then the Contractor waives its right to resubmit the Price Proposal using updated Adjustment Factors.

- 1.4. The Contractor cannot delay submitting a Job Order Proposal to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- 1.5. The Non-Prepriced Adjustment Factor shall remain fixed for the duration of the Contract.

RFP 34-2022
Addendum #2
8/12/2022

The same Adjustment Factors submitted for this RFP will be used for work both in the City of Boulder and for work procured through any interlocal joint purchasing agreements. Consideration must be made by contractors to the Adjustment Factors for the 5% fee paid to Gordian plus a 1% JOC System License Fee paid to Gordian for any work done through this Job Order Contracting program. The 1% JOC System License Fee is for the use of the JOC Software. The total fee paid to Gordian by the contractor will be 6% of the value of the Job Order. The contractor will be invoiced (6%) by Gordian upon completion of the construction.

City of Boulder, Colorado - RFB 34-2022
Job Order Contracting – General Building
Addendum #3

Due to the limited space of the conference room, the Pre-bid Conference scheduled for Tuesday, August 16, 2022, from 10:00 AM to 12:00 PM, MDT, will offer a virtual option for interested Contractors.

The City of Boulder will allow interested contractors to attend the Mandatory Pre-bid Conference virtually via Microsoft Teams. Prospective bidders must be prepared to state their name and affiliated company at the beginning of the meeting and the end to establish mandatory attendance.

To attend, click the link below at the designated time:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 250 723 013 746

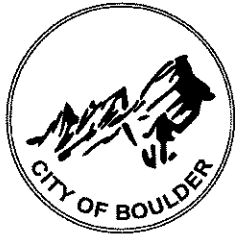
Passcode: HzxUzW

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 720-593-3714,,48717462#](#) United States, Denver

Phone Conference ID: 487 174 62#



ADDENDUM #4

Pre-Bid Meeting Attendance

Subject: Mandatory Pre-Bid Conference - Job Order Contracting - RFB 34-2022 (General Building) & RFB 35-2022 (Mechanical/Electrical/Plumbing)

Date: August 16, 2022

Time: 10:00 am – 12:00pm

Location: Brenton Building Conference Room #107 / Teams

Purpose:

- Pre-Bid Meeting Attendance

Name / Company	Title	Phone	Email
Jenny Ramirez Gordian	Area Mgr	(505) 506-9389	j.ramirez@gordian.com
Joseph Humphrey AJIVA	Project Manager	720 606 1345	ajivacontractingllc@gmail.com
Jake McKusker McKusker Electric		(303) (219) 0693	Jacob@mckuskerelectric.com
Joshua Tonikka ESCO	Mechanical Estimator	720 480 6344	JTonikka@escoems.com
Rachael Lyman	Dr BD	303-887 0612	rachael@groabbotts.com



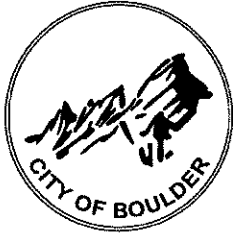
Pre-Bid Meeting Attendance

Subject: Mandatory Pre-Bid Conference - Job Order Contracting - RFB 34-2022 (General Building) & RFB 35-2022 (Mechanical/Electrical/Plumbing)	
Date: August 16, 2022	Time: 10:00 am – 12:00pm
Location: Brenton Building Conference Room #107 / Teams	

Purpose:

- Pre-Bid Meeting Attendance

Name / Company	Title	Phone	Email
MIKE ADAMS - KH PLUMBING	FINANCIAL MANAGER	(765) 337-6238	KHPOFFICE@COMCAST.NET
PAT MINNIEAR - Milo Pacific	CEO	303-589-9057	pat@miloonstruction.com
Leif Sunde - White Construction Group	Estimating Manager	303-495-0880	ESTIMATING@WHITECG.COM
Ray Gonzalez - JOC Construction	Project Mgr.	(720) 261-6734	rgonzalez@joc-construction.com



Pre-Bid Meeting Attendance

Subject: Mandatory Pre-Bid Conference - Job Order Contracting - RFB 34-2022 (General Building) & RFB 35-2022 (Mechanical/Electrical/Plumbing)

Date: August 16, 2022

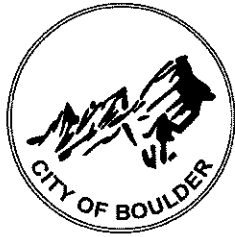
Time: 10:00 am – 12:00pm

Location: Brenton Building Conference Room #107 / Teams

Purpose:

- Pre-Bid Meeting Attendance

Name / Company	Title	Phone	Email
SANTIAGO T. ENCINAS Empower Electric & Control Solutions	Owner	7/436-1056	empowerelectric@wired2it.com
Black Roofing Inc	So P.C./SSPA	720-609-2407	ITB@blackroofing.com
Black Roofing Inc Gabor Nemethy	Project Manager	720-931-7246	GNemethy@blackroofing.com
ROOFCONNECT / PAVECONNECT	REGIONAL ACCOUNT MANAGER	773-405-7549	eric.pickert@roofconnect.com
Cory Seyler / ESCO	Sales Engineer	72-249-7928	CSeyley@ESCOEMS.com



Pre-Bid Meeting Attendance

Subject: Mandatory Pre-Bid Conference - Job Order Contracting - RFB 34-2022 (General Building) & RFB 35-2022 (Mechanical/Electrical/Plumbing)

Date: August 16, 2022

Time: 10:00 am – 12:00pm

Location: Brenton Building Conference Room #107 / Teams

Purpose:

- Pre-Bid Meeting Attendance

Name / Company	Title	Phone	Email
Cameo Williams / Weifield Group	Service Manager		
Erin Sheridan / Milo Pacific JV			
Craig Verduyse / US Engineering Construction			
Johnny Swanson / Facilities Contracting			
Kiryl Kavalenka / JOC			
Bryan Barba / Barba + Sons Construction			



Name / Company	Title	Phone	Email
Kelly Martinez /			

City of Boulder JOB ORDER CONTRACTING

Request for Proposal No. 34-2022 for General Building
and
Request for Proposal No. 35-2022 for Mechanical, Electrical,
and Plumbing
Mandatory Pre-bid

Tuesday, August 16, 2022 , 10:00 a.m.



Introductions



Dave Bannon
Purchasing Manager

Pam Andrus
Procurement Buyer

Ken Kasperek
Senior Procurement
Buyer

Nickie Smith
Procurement Buyer

Adam Goldstone
Facilities Project
Manger

Cam Johnson
Facilities Coordinator

Nicole Shelter
Account Manager
Gordian

Jenny Ramirez
Area Manager
Gordian

David Ruelas
Operations Specialist
Gordian

Jim Imbrescia
Sales - SLED

Randy Horn
Sales Director - SLED



Pre-Bid Conference Agenda



- JOC Overview
- JOC Process
- Solicitation Details
- JOC Contract Documents
- Contract Documents: Understanding the Construction Task Catalog® (CTC)
- Calculating the Bid / Adjustment Factor
- Contractor Adjustment Factors
- Risk of Low Adjustment Factors
- Bid Considerations & Review
- Questions

JOC Overview



Definition

- Indefinite delivery/indefinite quantity process (IDIQ)
- Enable contractors to complete a substantial number of individual projects with a **single bid**
- Tasks based on competitively-bid, **preset prices**

Value

- Saves time and money
- Provides transparency and auditability

JOC Overview: Umbrella Contract



Part 1 Bidding the Umbrella Job Order Contract

Owner
Advertises
Job Order
Contract



Contractors
Submit
Bids



Owner
Awards
Umbrella
Job Order
Contract

Part 2 Procuring Individual Projects From Owner

Owner
Project A

Subcontracting
Opportunities

Owner
Project B

Subcontracting
Opportunities

Owner
Project C

Subcontracting
Opportunities

JOC Overview: Why JOC Works For Contractors



- Good work is rewarded with more work
 - Profit is a function of volume
 - Volume is driven by performance
 - JOC provides a steady flow of work
 - Win a higher percentage of proposed projects
 - Easier process for project proposals
- Long-term relationship with the City of Boulder
 - Good work is rewarded with more work
 - Develop partnership with the City of Boulder
- Ability to leverage Subcontractor and Supplier relationships

JOC Overview: Why JOC Works For Contractors



- Reduced Risk
 - Fixed prices
 - No negotiations
 - Payment for every element of work performed
 - Ability to provide input during scope development
 - Eliminates quibbling over change orders
- Build bond capacity
- Larger presence and enhanced reputation in the local community

JOC Overview: Why JOC Works For Facility Owners



- A Fixed Priced, Fast Track Procurement Process
- The Ability to Accomplish a Substantial Number of Individual Projects with a Single Competitively Bid Contract
- Contractor Has A Continuing Financial Incentive To Provide
 - Responsive Services
 - Accurate Proposals
 - Quality Work on Time
 - Timely Close Out
- Future Purchase Orders Tied to Contractor Performance
 - No Obligation To Award Specific Projects
 - The City of Boulder can Use All Other Methods For Accomplishing Projects

JOC Overview: Why JOC Works For Facility Owners



- Increases use of local/SBE/MWBE/DVBE businesses
 - Responsiveness requires the prime to use multiple local subcontractors.
 - No bonding requirement for the sub, faster payment, and less red tape, thereby expanding business opportunities for small businesses
 - The City of Boulder reviews and approves all Subcontractors prior to issuing Job Orders
 - All City of Boulder contracts have subcontractor participation goals
- Increases Transparency
 - The City of Boulder Has the Ability to See and Review the Back-Up Pricing Details
- Schedule Flexibility
 - No Shelf Life for Prices or Job Orders
 - Fast procurement cycle is good for end of fiscal year projects

JOC Process



Solicitation Details



- Award Based on Competitive Bid
 - Must Bid 3 Adjustment Factors:
 - Normal Working Hours: 8:00 am to 5:00 pm Monday to Friday, except City Holidays
 - Other Than Normal Working Hours: 5:00 pm to 8:00 am Monday to Friday, and all-day Saturday, Sunday and City Holidays
 - Non Pre-priced Task
 - Adjustment Factors Apply to All Tasks in the CTC
 - Each Adjustment Factor is Weighted to Create an Award Criteria Figure
 - Lowest Award Criteria Figure from a Responsive, Responsible Bidder is Determined to be the Lowest Price
 - The required Bid Bond is \$5,000.
- Prior to Bidding the client cannot:
 - Identify or Commit to any Specific Project or Location
 - Identify or Commit to any Specific CTC Tasks or Quantities

Solicitation Details

General Building



Contract	Contract Type	Minimum Contract Value	Estimated Annual Contract Value	Initial Contract Term	Total Potential Contract Term	Payment & Performance Bonding (Each)
TBD	General Building Class A License for City and County	\$10,000	\$2,000,000	3 Years	5 Years	Per Job Order of \$50,000 or more
TBD	General Building Class A License for City and County	\$10,000	\$2,000,000	3 Years	5 Years	Per Job Order of \$50,000 or more
TBD	General Building Class A License for City and County	\$10,000	\$2,000,000	3 Years	5 Years	Per Job Order of \$50,000 or more
TBD	General Building Class A License for City and County	\$10,000	\$2,000,000	3 Years	5 Years	Per Job Order of \$50,000 or more

Solicitation Details

Mechanical, Electrical and Plumbing



Contract	Contract Type	Minimum Contract Value	Estimated Annual Contract Value	Initial Contract Term	Total Potential Contract Term	Payment & Performance Bonding (Each)
TBD	MEP	\$10,000	\$1,000,000	3 Years	5 Years	Per Job Order of \$50,000 or more
TBD	MEP	\$10,000	\$1,000,000	3 Years	5 Years	Per Job Order of \$50,000 or more
TBD	MEP	\$10,000	\$1,000,000	3 Years	5 Years	Per Job Order of \$50,000 or more

Solicitation Details: Licensing and Certifications



- Prospective Bidders are required to hold the following licenses and certifications at the time of submission:
 - General Building:
 - Class A Building Contractor issued by the City of Boulder
 - Class A Commercial Construction issued by the County of Boulder
 - MEP:
 - Class A & B Mechanical Contractors Licenses from the City of Boulder
 - State of Colorado Plumbing Contractors Card & Master Plumber licensed by State of Colorado
 - State of Colorado Electrical Contractor's Card & Master Electrician licensed by the State of Colorado
 - Commercial Mechanical Contracting License from County of Boulder

Solicitation Details: Contractor Qualifications



- Contractor Qualification Forms include:
 - Contractor Qualifications Statement
 - Comparable Construction Experience
 - Small & Large Projects
 - Key Personnel Assigned to the Contract
 - Safety Experience

Solicitation Details



- Differing Site Conditions or Changes in Scope
 - Priced from Construction Task Catalog®
 - Supplemental Job Order
 - No Negotiated Change Orders
- Filings and Permits
 - Fees paid for all **Permits reimbursed 100% - No Markup**
- Liquidated Damages
 - On a Job Order - by - Job Order basis
 - Sliding Scale Based on Job Order Value
 - Will be discussed on a project-by-project basis; variables may be dependent upon project size or project urgency

Solicitation Details



Job Order Name	Contract Name	Status	Price Proposal Total	Last Updated	Last Updated By
ReportActionTes...	ReportActions001	Project Initiation		03/14/2019	r.yenugu@thegordiangroup.com
job2n	Release Demo Contract	Proposal Due		03/14/2019	procontractor@gmail.com
job1	ecc9a903-67a4-45a4-86e8-6d100d6682d7	Project Initiation		03/14/2019	procontractor@gmail.com
NewNpProject	Release Demo Contract	Proposal Due		03/14/2019	k.krishnamurthy@thegordiangr
AdarshKT	AdarshKTJOC	Proposal Due		03/14/2019	k.krishnamurthy@thegordiangr
modifierissue2	2A520BA9-0157-478B-9D7D-6D307A022A95	Proposal Approved		03/14/2019	k.krishnamurthy@thegordiangr
ReportAction_Te...	Release Demo Contract	Project Initiation		03/13/2019	r.yenugu@thegordiangroup.com
jobtoapprove	Release Demo Contract	Proposal Approved		03/13/2019	k.krishnamurthy@thegordiangr
NewJCheckVer...	Release Demo Contract	Proposal Approved		03/12/2019	k.krishnamurthy@thegordiangr

Internet Based Software Provided with Contract

- JOC Gordian Cloud Software Expedites the Job Order Process
 - Price Proposals
 - Subcontractor Lists
 - Tracking Dates
 - Required Job Order Forms
- Training provided

Solicitation Details: Interlocal Joint Purchasing Agreement



- Other agencies as specified by the City as within the County of Boulder may utilize the awarded contracts for construction services.

Contract Documents




- **Part One:** Instructions and Execution Documents
- **Part Two:** Terms and Conditions
- **Part Three:** The Construction Task Catalog®
- **Part Four:** The Technical Specifications

Contract Documents: Front End Documents



Part One and Two

- Notice To Contractors
- Contract Conditions
- Bid Forms
- Etc.



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL

RFP NO. 34-2022


Job Order Contracting
for
General Building

ISSUE DATE: August 2, 2022

DUE DATE: 12:00 PM, Tuesday, September 6, 2022

CONTACT: Adam Goldstone
Project Manager Email Address: GoldstoneA@bouldercolorado.gov

City of Boulder
2022 Job Order Contracting General Building



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL

RFP NO. 35-2022

Job Order Contracting
for
Mechanical, Electrical, and Plumbing

ISSUE DATE: August 2, 2022

DUE DATE: 12:00 PM, Tuesday, September 6, 2022

CONTACT: Adam Goldstone
Project Manager Email Address: GoldstoneA@bouldercolorado.gov

City of Boulder
2022 Job Order Contracting MEP

Contract Documents: Construction Task Catalog®



Part Three: The Construction Task Catalog®

- Catalog of Pre-Priced Construction Tasks
- Organized by Construction Specifications Institute (CSI)
- Based on Local Labor, Material & Equipment Costs
- The tasks represent the “Scope of Work” for the contract



Contract Documents: Construction Task Catalog®



Part Three: The Construction Task Catalog®

- Contractor must review and understand “Using the Construction Task Catalog®”
- Rules of the game
- Make sure you get paid for all appropriate tasks
- Pages 00 – 1 to 00-6 of the CTC

GORDIAN®

About the CTC:

- The Construction Task Catalog® (CTC) was developed and customized by The Gordian Group, Inc. specifically for «Owner»-proud local, using current labor, material and equipment costs, and published in «Month»-2019.
- The Gordian Group, Inc. warrants the use of this CTC and other proprietary information and software for the sole purpose of providing Job Order Contracting services to «Owner». Use of this CTC and other proprietary information and software for any other purpose, or for any other entity, is expressly prohibited without the express written consent of The Gordian Group, Inc.

MasterFormat™

- The tasks in this Construction Task Catalog are organized using CSI's MasterFormat.

The Unit Prices Include:

LABOR COSTS:

- Labor costs include direct labor through the working foreperson level, at straight-time prevailing wage rates including fringe benefits and an allowance for Social Security, Medicare, taxes, workers' compensation, unemployment insurance, and employee benefits.
- Labor costs include unloading equipment, materials, and tools, and transporting the same up or down 2 1/2 stories and 125' to reach the project site; layout, measuring and cutting to fit; performing the task; disposal of excess material; and time for lunch and breaks.

Using The Construction Task Catalog®

EQUIPMENT COSTS:

- Equipment costs include all equipment required to accomplish the task.
- Mobilization is included for all equipment except large equipment (e.g. cranes, bulldozers, excavators, loaders, forklifts etc.), which exclude mobilization.
- Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

MATERIAL COSTS:

- Material costs include the cost of the material, delivery, and all incidentals and accessories integral to the installation.
- Material costs include manufacturer's and/or fabricator's shop drawings.
- Material costs for roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, concrete, etc. include an allowance for waste. The list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
- Material costs for imported materials (e.g. aggregate, sand, etc.) include delivery (up to 15 miles from the closest approved source).

The Adjustment Factors Include:

The Adjustment Factors include the following costs, unless specifically excluded by the terms of the Contract Documents:

BUSINESS COSTS:

- Office overhead including, but not limited to: office space, office equipment, office and management personnel, office supplies, and employee transportation.
- Insurance and bonding.
- Profit.

©March 2019
Sample Bid Note

REVISED 03/19/2019
Page 00 - 1

Contract Documents: Construction Task Catalog®



Full Description of task

CSI Number
New Line Item
CSI # 3216131000
6" x 12" Cast In Place Concrete Curb (Type A1-6)

CSI Master Format Breakdown
View Details -
32 Exterior Improvements | 3210 Bases, Ballasts, And Paving | 321600 Curbs, Gutters, Sidewalks, And Driveways | 32161300 Curbs And Gutters | Cast In-Place Concrete Curbs And Gutters | Cast In-Place Concrete Curbs

Section and Task Notes

Price (including L,M,E if selected)
Enter Install Quantity: 0
at \$15.74 / LF (Install)

Demo Price
Enter Demo Quantity: 0
at \$7.53 / LF (Demo)

Include Labor: \$11.98
Include Material: \$3.69
Include Equipment: \$0.07

Choose Adjustment Factor: 1.357 (Normal Working Hours)

Enter Notes

Category 1
Category 2

(Hit enter to apply tag. Max 1 tags per category.)

Mark as Favorite

Add Modifiers

Item total (including Modifiers)
\$0.00

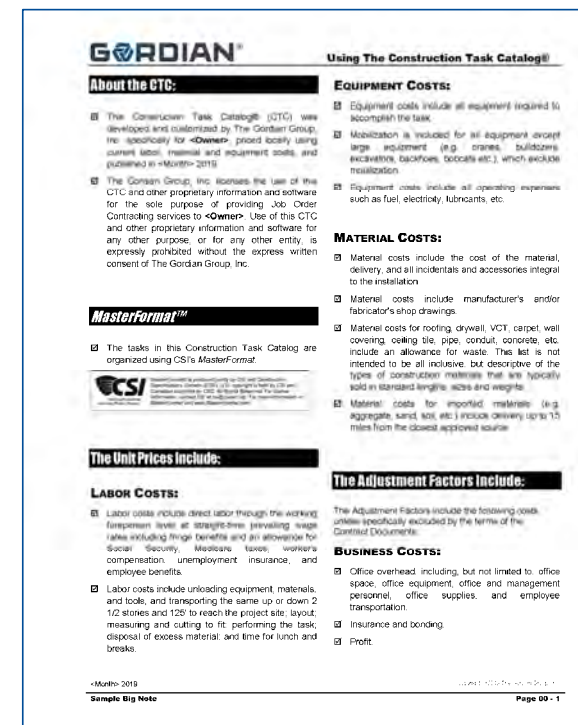
✓ Add Item to Proposal

Contract Documents: Construction Task Catalog®



Understanding the General Rules of the Construction Task Catalog®:

- Unit Prices are for Complete and In-Place Construction
- Unit Prices Include Labor, Material and Equipment. Do Not Add Labor to Repointing Task.
- Unit Prices Include the Cost of Delivery to Project Site, Unloading, Storage and Handling. Delivery Height is up to 2 ½ Stories
- Unit Prices Include Testing, Calibration, Balancing Etc. for New Work
- Unit Prices Include all Fasteners, Bolts, Anchors, Adhesives Etc. For New Work
- Unit Prices for Tasks Such as Windows, Doors, Frames, Countertops Etc. Include Sealant and Caulk



Contract Documents: Non Pre-Priced Tasks



- Contractor must have permission from the Gordian Account Manager to use a Non Pre-priced Task prior to submission
- Three (3) Quotes on vendors' or subcontractors' letterhead
- Justification for less than three (3) Quotes
- Contractor is paid the amount in the following formula:
 - Non Pre-priced Tasks multiplied by the quantity x Non-Pre-priced Task Adjustment Factor

Contract Documents



Part Four – The Technical Specifications

- Specifies Quality of Materials and Workmanship
- Corresponds with Tasks in the Construction Task Catalog®



Calculating the Bid: Contractor License Fee



- Access to JOC Software, Construction Task Catalog[®], other proprietary materials
 - Most advanced technology and data in the marketplace.
 - Paperless
 - Efficient
 - Tasks and prices input directly... no fishing through old files and estimating books for costs
- JOC process training
- Software training
- Software support
- Included in the Contractor's Adjustment Factor
 - Consider with the Bid as an Overhead cost
 - 1% of Job Order Price
 - 5% Job Order Contracting Fee

Calculating the Adjustment Factors: Method to Calculate



- **Use Historical Project Data**
 - Select a Completed Project
 - You Know Scope and Direct Costs
 - Price Project From CTC
 - Add on Overhead and Profit
 - Calculate the Adjustment Factor

Calculating the Adjustment Factors: Sample Project: Detailed Scope of Work



• Interior Renovation

- Doors and Hardware
 - Replace 12 interior doors, hinges and hardware
 - Doors shall be 3x7, solid core wood doors
 - Grade 2 locksets with knobs
 - Replace 2 push bar exist devices and door closers on exit doors
- Interior Lighting
 - Replace all lay-in troffer fixtures on first and second floors. 48 in total
 - Replace 4 exit fixtures
 - Replace 12 industrial fixtures in shop area
- Plumbing Fixtures
 - Replace 8 bathroom sinks, 8 faucets, and 8 toilets in men's and women's bathroom in admin building and shop area
 - Replace 4 water fountains
- Replace Boiler
 - Demo existing boiler and as much piping and venting to accommodate new boiler. Install a new 1028 mbh oil fired cast iron boiler. No access for packaged boiler. Must field assemble sections. Provide new piping as required.
- Normal Working Hours Apply

Calculating the Adjustment Factors: Sample Price: CTC vs. Quote



Direct Cost of Work from CTC

- Replace Boiler \$ 33,055.73
- Doors/Hardware \$ 8,282.09
- Lighting \$ 13,119.77
- Plumbing \$ 11,886.53

TOTAL = \$ 66,344.12

Direct Cost of Work from Quotes or Estimates

- Replace Boiler \$ 34,500.00
- Doors/Hardware \$ 7,250.00
- Lighting \$ 12,750.00
- Plumbing \$ 10,500.00

TOTAL = \$ 65,000.00

Calculating the Adjustment Factors: Sample Price: Putting it all together



• A.	Direct Cost of Work from Quotes	\$65,000.00
• B.	Overhead 10%*	<u>\$ 6,500.00</u>
• C.	Subtotal (Cost & O/H)	\$71,500.00
• D.	Profit 10%*	<u>\$ 7,150.00</u>
• E.	Subtotal (Cost & O/H & Profit)	\$78,650.00
• F.	Price From CTC	\$66,344.12
•	Adjustment Factor (= E / F) = 1.1855	

*Sample Only. Contractor to determine O/H & Profit.
Prepare this calculation for more than one sample project.

Filling Out the Bid Form



	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	=Extended Total
1.	Normal Working Hours Adjustment Factor, Monday through Friday 8:00 am to 5:00 pm except City holidays.	<u>1</u> . <u>1</u> <u>8</u> <u>5</u> <u>5</u>	X 0.70	= <u>0</u> . <u>8</u> <u>2</u> <u>9</u> <u>9</u>
2.	Other Than Normal Working Hours Adjustment Factor,	<u>1</u> . <u>2</u> <u>0</u> <u>3</u> <u>4</u>	X 0.20	= <u>0</u> . <u>2</u> <u>4</u> <u>0</u> <u>7</u>
3.	Non Prepriced Task Adjustment Factor	<u>1</u> . <u>2</u> <u>6</u> <u>8</u> <u>2</u>	X 0.10	= <u>0</u> . <u>1</u> <u>2</u> <u>6</u> <u>8</u>
4.	Sum the Extended Total column. The Sum is the Award Criteria Figure.			= <u>1</u> . <u>1</u> <u>9</u> <u>7</u> <u>4</u>

The General Building and MEP bids have the same Adjustment Factor Structure

* Sample only

Contractor Adjustment Factor

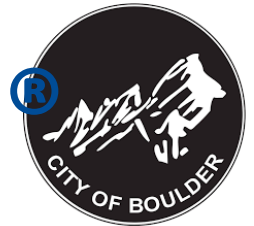


Importance of Adjustment Factors

- Determines Lowest Bidder AND
- Used to Price Individual Work Orders
- Price Proposal Total Becomes the Lump Sum Job Order Amount

	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
							<hr/>
							Total Job Order Price

Annual Adjustment Factor Update



- Annual Price Adjustment

- Applied annually on the anniversary of the Award Date
- Based on CCI (average of 20 US cities) published by Engineering News Record
- Calculation (Based on Solicitation month)

$$\frac{\text{Average CCI for Current Year}}{\text{Average CCI for Base Year}} = \frac{\text{The \% Increase or Decrease in Construction Costs}}{\text{Construction Costs}}$$

- Percentage x Original Adjustment Factors = New Adjustment Factors for Next Year
- Normal Working Hours
- Other Than Normal Working Hours
- NPP Adjustment Factors are Fixed for the Duration of the Contract

Risks of Low Adjustment Factor



- Leads to Arguments in Proposal Review
 - Unsupportable Tasks
 - Exaggerated Quantities
- Leads to Delays in Work Order Development
 - Takes Longer to Review Proposals
- Creates an Adversarial Relationship
 - Reduced Volume of Work
 - Will Shorten Contract
 - Lost Profitability
- No Second Chance to Improve your Margin

Bid Considerations



- Contractors Should Expect To
 - Prepare Incidental Drawings or Sketches for Some Projects
 - Justify Quantity Calculations
 - Explain Detail of Work
 - Prepare Proposals for Some Projects That Might be Canceled
 - Margins on CTC Tasks Vary
 - Some Projects are More Profitable than Others
 - Maintain a Fully Functioning Local Office
 - Hold Required Licenses
 - 1% of each Job Order is a Contractor License Fee for eGordian[®] software access
 - 5% of each Job Order Contracting Fee

Review of Key Points



- Focus on Total Potential Value of Contract
 - Estimated Annual Value of each Contract
- Evaluate Construction Task Catalog[®]
 - Analyze Unit Prices
 - Know the General Guidelines for Using the CTC
- Contractor Performance Drives Volume
 - Ability to Market Program and Services
 - Responsive Service
 - Accurate Proposals
 - Safe and Clean Project Sites
 - High Quality Construction
 - On-Time Completion
 - On Time Close Out

Bid Submission



- Required Bid Response
 1. City of Boulder Contractor Qualifications Forms
 2. City of Boulder Bid Form
 3. City of Boulder Bid Bond in the Amount of \$5,000
 4. City of Boulder Acceptance of Terms and Conditions
 5. City of Boulder Non-Collusion Certificate

Bid Submission: Questions



- Make Sure you Signed the Pre-bid Sign-In Sheet
- **All questions concerning** this solicitation must be directed to Adam Goldstone no later than:
 - Tuesday, August 23, 2022, at 3:00 PM, MSAnswers to questions will be posted no later than August 25th.

Proposal Responses Due :

- Tuesday, September 6, 2022, 12:00 PM, MST
- Responses must be submitted electronically at <https://www.bidnetdirect.com/colorado/city-of-boulder>



The City of Boulder, Colorado is committed to socially-responsible procurement and promoting social equity through our contracts. We work to ensure open and fair procurements, competitive and fair pricing, environmentally-sustainable solutions, and encourage members of the underserved business community to participate in our competitive solicitations.

Addendum Description

The RFB was mistakenly setup to request lump sum pricing to be a required element when submitting bids for this project. BidNet cannot remove this submission requirement for pricing, so we are asking all vendors to submit \$1 for the pricing field in the Bidnet. We expect your detailed bid and pricing information to be included in the documents you upload/submit to the Bidnet website.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

EXHIBIT B

CONTRACTOR'S BID RESPONSE

REQUEST FOR PROPOSALS NO. 34-2022
REQUIRED BID RESPONSE
2022 JOB ORDER CONTRACTING FOR GENERAL BUILDING

CONTRACTOR QUALIFICATION FORMS and SUBMITTAL INSTRUCTIONS

Contractor’s Qualification Statement: Complete and submit the Contractor Qualification Statement including all attachments and other requested information.

Comparable Construction Experience: The City of Boulder is seeking to obtain the services of an experienced Contractor with work experience similar to the type of work the City may procure with JOC. Submit projects that have achieved final acceptance after January 2018. Offerors with less experience will be considered but will be scored accordingly.

Using the attachment for projects less than \$250,000, submit three (3) repair or rehabilitation general construction projects whose final value including change orders is equal to or less than \$250,000. Complete a separate attachment for each Project under this category **and** attach a one-page summary describing the scope of work.

Using the attachment for projects with a value over \$250,000, submit three (3) repair or rehabilitation general construction projects whose final value including change orders is over \$250,000. Complete a separate attachment for each Project under this category **and** attach a one-page summary describing the scope of work.

Key Personnel Assigned to the Contract: The City of Boulder desires to have the Contract administered by personnel with extensive construction experience. For each position below, complete the appropriate attachment **and** attach a resume.

- **Project Manager:** Complete the Project Manager attachment **and** attach a resume.
- **General Field Superintendent:** Complete the General Field Superintendent attachment **and** attach a resume.
- **Contract Administrator:** Complete the Contract Administrator attachment **and** attach a resume

The Key Personnel submitted in response to this solicitation shall be assigned for the duration of the Contract. Any proposed substitutions must be approved by the City prior to the substitution.

Safety Experience:

The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

- 1. List Bidder’s Interstate Experience Modification Rate for the last three years.**

2021: $\frac{1.00}{0.96}$
 2020: $\frac{0.96}{0.98}$
 2019: $\frac{0.98}{0.98}$

- 2. Use Bidder’s last year’s OSHA 300 log to fill in the following:**

- a. Number of lost workday cases** 0
- b. Number of medical treatment cases** 0
- c. Number of fatalities** 0

- 3. Employee hours worked last year** 24960

- 4. State the name of Bidder’s safety engineer/manager or Site Safety Officer:**

Joshua Seigla - OSHA 500 Authorized Trainer

Contractor's Qualification Statement

1. General Information

Company Name: JOC Construction, LLC

Street Address: 4890 Ironton St. Ste A

PO Box / Rural Route: _____

City: Denver

State: CO

Postal Code: 80238

Telephone: 970-485-3515 Fax: _____

Website: www.joc-construction.com

2. Years Company has been a General Contractor: 6

4. Is the Company Office within a 50 mile radius of the City of Boulder Facilities & Fleet offices; 1720 13th Street, Boulder, CO 80302? : Yes No

5. Has the Company Office Administering the Contract Been Staffed and Operational for at least Three (3) Years: Yes No JOC Construction Has had offices in the state of Colorado since September of 2020.

6. Attach a List of Tradespeople on the Company Payroll and List of Company Owned Equipment. This Information will be Used to Determine if the Proposer can Meet or Exceed the Self Performance Requirement in the Contract. Are These Lists Attached? Yes No

7. Description of Services Completed by the Firm:

(Check **ALL** boxes that apply to Self-Performed or Subcontracted Work)

Interior Renovation Mechanical Upgrades Electrical Upgrades

Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Overhead Doors Landscaping Fencing Earthwork / Site Work

8. Please List the Current Licenses Company Holds at the Time of Bidding:

NASCLA 2016

ICC - F11 Class A 2022

Erie - Class A

Boulder - Class A

Denver - Class A applied for

South Carolina - Unlimited

Georgia - Unlimited

Tennessee - Unlimited Florida - applied for

9. Can Company Certify its Status as a Small, Women-Owned , or Minority-Owned Business on the City of Boulder Vendor Registration Form? (this question is informational only) Yes No

JOC Construction meets the standards for small business cert. but is not currently formally certified in Colorado.

10. Attach a Letter from the Proposer’s Insurance Carrier, on the Insurance Company’s Letterhead, Stating the Proposer’s Experience Modification Rate (EMR) for the Past Three Calendar Years. Is the EMR Letter Attached? Yes No

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

6 years.

12. Under what other or former names has your organization operated?

JOC Construction, LLC started in 2016. Formerly, we were

a small division of a larger company LESCO Restorations Inc.

based in South Carolina. We retain no affiliation with LESCO.

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

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

Yes No

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

Yes No

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

Yes No

Has your organization been involved in lawsuits or requested arbitration with regard to construction contracts within the last five years?

Yes No

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?

Yes No

Comparable Construction Experience, For Projects Equal to or Less than \$250,000

1) Offeror's Name: JOC Construction, LLC

2) Agency/Client Name: City of Boulder

3) Project Name: Park Central Renovation

4) Project Number: _____ 5) Project Value: 160,464.33

6) **Achieved or Anticipated Final Acceptance after January 1, 2018.** Yes No

7) Project Location: 1739 Broadway

8) Company Role: Prime Contractor Subcontractor

9) Percentage of Self Performed Work with the Company's Trades: 35 %

10) Work Completed For: 160464.33 note: Additional work was added as separate work orders for this project as directed by owner for scope additions.

11) Scope of Work is General Construction Work: Yes No

12) Attach a separate sheet describing the scope of work: Yes No

13) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact:

Name Sam Veucasovic Title Project Manager

Telephone: 303-884-9326 Email Address: veucasovic@bouldercolorado.gov

14) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (Attach Additional Information As Necessary)

This project involved coordination with other (boulder contracted)
contractors on the project site. We worked to schedule around
these contractors and make sure they were aware of our work
to ensure both parties were on the same page even when schedules did
not always line up. Tension Cables were found close together in an
area where we were cutting slab for restroom. Careful supervision
was utilized along with test drilling to ensure no cables were cut.

Comparable Construction Experience, For Projects Over \$250,000

1) Offeror's Name: JOC Construction, LLC

2) Agency/Client Name: Army National Guard

3) Project Name: Calhoun Armory SOAR

4) Project Number: _____ 5) Project Value: 4,880,957.89

6) **Achieved or Anticipated Final Acceptance after January 1, 2018.** Yes No

7) Project Location: Calhoun GA

8) Company Role: Prime Contractor Subcontractor

9) Percentage of Self Performed Work with the Company's Trades: 21 %

10) Work Completed For: 4,880,957.89 note: additional scope was added to this project.

11) Scope of Work is General Construction Work: Yes No

12) Attach a separate sheet describing the scope of work: Yes No

13) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact:

Name Janika Hudson Title Deputy Director, Contracting

Telephone: 678-569-3522 Email Address: janika.l.hudson.mil@mail.mil

14) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** *(Attach Additional Information As Necessary)*

Working with local authorities on utilities connections was challenging.
Contractor spent a lot of time on the front end coordinating utilities
to ensure work was done per plans and in a timely manner. Military
owned items stayed on job site during construction. Contractor worked
to protect and organize items to avoid damage during construction.

Key Personnel, Project Manager

1) Offeror's Name: Kiryl Kavalenka - Joc Construction

2) Agency/Client Name: City of Boulder

3) # of Years with the Firm: 2

4) # of Years Construction Experience: 15

6) # of Years' Experience Working in State of Colorado: 15

7) Experience: (Check **ALL** boxes that apply)

General Construction Site Work Repair and Rehabilitation New Construction

8) Attach Resume: Yes

9) Client Reference #1: (It is your responsibility to assure that the contact information listed is correct.)

Reference's contact:

Name Sam Veucasovic Title Project Manger - City of Boulder

Telephone: 303-884-9326 Email Address: veucasovics@bouldercolorado.gov

10) Client Reference #2: (It is your responsibility to assure that the contact information listed is correct.)

Reference's contact:

Name Luke Bolinger Title Project Manager

Telephone: 303-926-2796 Email Address: lbolinger@erieco.gov

Key Personnel, General Field Superintendent

1) Offeror's Name: Ray Gonzalez - JOC Construction

2) Agency/Client Name: City of Boulder

3) # of Years with the Firm: 1

4) # of Years Construction Experience: 15

6) # of Years' Experience Working in State of Colorado: 15

7) Experience: (Check **ALL** boxes that apply)

General Construction Site Work Repair and Rehabilitation New Construction

8) Attach Resume: Yes

9) Client Reference #1: (It is your responsibility to assure that the contact information listed is correct.)

Reference's contact:

Name Sam Veucasovic Title Project Manger - City of Boulder

Telephone: 303-884-9326 Email Address: veucasovics@bouldercolorado.gov

10) Client Reference #2: (It is your responsibility to assure that the contact information listed is correct.)

Reference's contact:

Name Luke Bolinger Title Project Manager

Telephone: 303-926-2796 Email Address: lbolinger@erieco.gov

Key Personnel, Contract Administrator

1) Offeror's Name: Betsy Babbit - JOC Construction

2) Agency/Client Name: City of Boulder

3) # of Years with the Firm: 2

4) # of Years' Experience in Contract Administration : 10

6) # of Years' Experience Working in State of Colorado: 2

7) Attach Resume: Yes

Qualifications Criteria Evaluation:

(this form is informational and for City use only)

Criteria	Weighting Factor	Score	Weighted Score
Construction Qualifications Statement:			
Comparable Construction Experience:			
Key Personnel:			
Safety Experience:			

Bidders will be evaluated on the following criteria:

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating. The rating is then automatically multiplied by the weighting factor to determine the qualification score. Bidders are then ranked according to their total points with the highest score in first place.

Weighting Factor	Qualification	Standard
3	Construction Qualification Statement	Does the response address all elements of the RFP and was it prepared in a professional and accurate manner?
4	Comparable Construction Experience	Has the bidder performed similar projects in the past and have adequate resources to complete the project? Has bidder held previous Job Order Contracting contracts in the past?
4	Key Personnel	Is the project team adequately resourced and have the background to deliver desired results?
2	Safety Experience	Has bidder included all requested information in proposal? Is bidder's EMR 1.0 or under?

REQUEST FOR PROPOSALS NO. 34-2022
REQUIRED BID RESPONSE
2022 JOB ORDER CONTRACTING FOR GENERAL BUILDING
BID FORM

The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

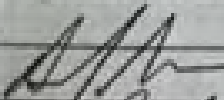


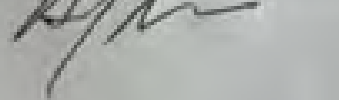
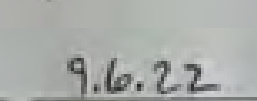
	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	=Extended Total
1.	Normal Working Hours Adjustment Factor, Monday through Friday 8:00 am to 5:00 pm except City holidays.	<u>1</u> . <u>1</u> <u>7</u> <u>8</u> <u>8</u>	X 0.70	= <u>0</u> . <u>8</u> <u>2</u> <u>5</u> <u>2</u>
2.	Other Than Normal Working Hours Adjustment Factor,	<u>1</u> . <u>2</u> <u>1</u> <u>1</u> <u>1</u>	X 0.20	= <u>0</u> . <u>2</u> <u>4</u> <u>2</u> <u>2</u>
3.	Non Prepriced Task Adjustment Factor	<u>1</u> . <u>2</u> <u>8</u> <u>8</u> <u>8</u>	X 0.10	= <u>0</u> . <u>1</u> <u>2</u> <u>8</u> <u>8</u>
4.	Sum the Extended Total column. The Sum is the Award Criteria Figure.			= <u>1</u> . <u>1</u> <u>9</u> <u>6</u> <u>3</u>

- Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factor.
- The Non Prepriced Task Adjustment Factor must be greater than or equal to 1.0000.
- The City reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.
- The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare


Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.

In submitting this Bid, Bidder represents:

Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	8.10.22	
2	8.12.22	
3	8.14.22	
4	8.17.22	
5	9.2.22	

RESPECTIVELY SUBMITTED

 on behalf of
SOC Construction, LLC
Signature

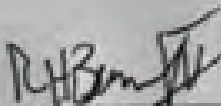
9.6.22
Date

Owner
Title

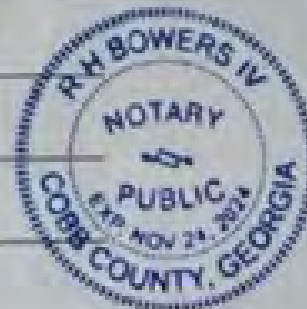
LIC 00997600
License Number (If Applicable)



(Seal - if Bid is by corporation)

Attest Robert Bowers 

Address 1065 Riverbank Club Drive
Atlanta, GA 30339



Email bbowers@joc-construction.com

Telephone 770-235-3933

REQUEST FOR PROPOSALS NO. 34-2022
REQUIRED BID RESPONSE
2022 JOB ORDER CONTRACTING FOR GENERAL BUILDING
BID BOND

Witness:

JOC Construction LLC, 1954 Airport Rd,
Suite 235, Chamblee, GA 30341 _____, as principal, hereinafter called the
“bidding contractor,” and Westfield Insurance Company as “surety,” a corporation
properly organized under the laws of Colorado or authorized to do business in Colorado,
hereby obligate themselves to the City of Boulder, as obligee, hereinafter called
the “city,” in the penal sum of **Five Thousand dollars (\$5,000.000)**, which
penal sum shall secure the obligation of the bidding contractor to enter into contract with
the city for the work associated with **2022 Job Order Contracting for General
Building**, Project Number 34-2022 _____, if the bidding contractor is
so selected by the city.

If the city accepts the bid of the bidding contractor, and if the bidding contractor
properly executes a contract with the city to perform the work covered by the award, then
this obligation shall be null and void.

In the alternative, if the bidding contractor refuses to enter into contract with
the city for work described in the bid, but rather pays to the city the difference between
the bidding contractor’s stated bid amount and the actual amount bid by an alternate
bidding contractor, who is accepted by the city, then this obligation shall be null and
void.

EXECUTED on this 2nd day of September _____, 2022.



(Contractor)

By: Matthew Noonan

(President)

Westfield Insurance Company

(Surety Company)

By: 

(Attorney-in-Fact) Celeste Franklin



General Power of Attorney

POWER NO. 4110072 03

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CHARLES G. ROWLAND JR., DAVID H. ALLEN, FRANK P. POWELL III, PATRICIA SNYDER, LISA POTTER, ADRIANNA SMITH, CELESTE FRANKLIN, YODI SUGGS, JOINTLY OR SEVERALLY

of CHATTANOOGA and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of OCTOBER A.D., 2021.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Handwritten signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of OCTOBER A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said Instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



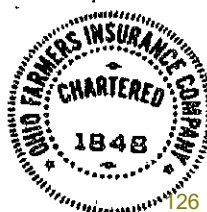
[Handwritten signature of David A. Kotnik]

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of September A.D., 2022



[Handwritten signature of Frank A. Carrino]

Frank A. Carrino, Secretary

ACCEPTANCE OF TERMS AND CONDITIONS

The Draft Contract contained in the RFP is intended for use as is. Use this form to indicate your acceptance of the terms and conditions contained in draft Contract.

Please indicate exceptions to the RFP itself in this form. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

Submitters that take exceptions to any terms and conditions or offer language substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. **Failure to take exception(s) shall mean that the proposer accepts the terms and conditions as contained in the draft Contract. Note that such exceptions may render the proposal non-responsive and cause the submittal to be rejected.**

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

The City of Boulder asks that vendors do not submit their own contract.

We take no exceptions to the terms + conditions

[Signature] on behalf of
JOC Construction, LLC
(Signed)

9.6.22
(Date)

Owner
(Title)

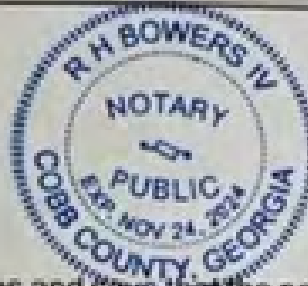


JOC Construction LLC
(Company)

NON-COLLUSION CERTIFICATE

STATE OF GA
COUNTY OF Cobb

)
SS.
)



RHB
9/6/22

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Boulder for consideration in the award of a contract on the improvement described as RFP 34-2022.

JOC Construction LLC
(Firm Name)

By: *[Signature]*
(Authorized Signature)

Title: Owner

List of Tradespeople and Equipment

Trades People

George Alarid
Frank Espiritu
Kenny Alarid
David Wilcox
Michael Zalessky

Equipment

Due to the nature of Job Order Contracts, which JOC Construction specializes in, our business model is to rent equipment based on the needs of the Job Order for which it is needed. This ensures that we have the right equipment for the job as it relates to efficiency, safety, and agility to perform a wider range of scopes/project sizes.



RSS INSURANCE

September 6, 2022

Mr. Matt Noonan
JOC Construction LLC
1954 Airport Rd. STE 100
Chamblee, GA 30341

To Whom It May Concern:

RSS Insurance is the insurance broker for JOC Construction LLC. This letter serves to confirm their Workers Compensation Experience Modification for the following years:

<u>Policy Year</u>	<u>Experience Modification</u>
2021	1.00
2020	0.96


Sincerely,

Tiffany D. Aberman

Tiffany Aberman
Commercial Account Manager
423-954-9100
taberman@rssins.com

2019 EMR - Pulled from NCCI Database

** Due to Change in insurance carriers, our current insurer only has record from 2020 and 2021.

 WORKERS COMPENSATION EXPERIENCE RATING									
Risk Name: JOC CONSTRUCTION LLC						Risk ID: 101486540			
Rating Effective Date: 12/27/2019			Production Date: 09/11/2019			State: GEORGIA			
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	
GA	.05	2,368	3,127	759	0	32,000	0	0	
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.05		2,368	3,127	759	0	32,000	0	0	
		Primary Losses	Stabilizing Value		Ratable Excess		Totals		
Actual	(I)	0	C * (1 - A) + G 34,250		(A) * (F) 0		(J) 34,250		
Expected	(E)	759	C * (1 - A) + G 34,250		(A) * (C) 118		(K) 35,127		
		ARAP	FLARAP	SARAP	MAARAP		Exp Mod		
Factors							(J) / (K) .98		

Project Experience

Park Central Interior Renovation

City of Boulder
Sam Veucasovic
303-884-9326
veucasovics@bouldercolorado.gov

Project Value \$160,464.33

Brief Scope Summary

-Demo Interior offices to create open working space.
-Items of work included, framing, plumbing (restroom, shower, kitchenette), electrical, lighting, ductwork, wallcovering, painting, ceiling grid, ceiling tile, flooring, millwork, doors/frames, slab modification for new penetrations, and work in multi level building.

Calhoun Armory

Army National Guard
Janika Hudson
Deputy Director, Contracting
678-569-3522
janika.l.hudson.mil@mail.mil

Project Value \$4,880,957.89

Brief Scope Summary

-Renovate existing Armory Building
-Add Restrooms/Showers,fully renovate interiors, install new mechanical equipment.
-Install new ground up single level building.
-Install all new utilities from city connection, slab, steel structure, MEP, Low Voltage, security, fire alarm, doors/windows, and parking.



City of Boulder Planning & Development Services

1739 Broadway, Third Floor, Boulder CO 80302 | PO Box 791, Boulder CO 80306-0791
P: 303-441-1880 F: 303-441-4241 | BoulderPlanDevelop.net | plandevelop@boulder.colorado.gov

JOC CONSTRUCTION
4890 IRONTON ST STE A
DENVER, CO 80329

May 31, 2022

CONTRACTOR LICENSE

This document certifies that JOC CONSTRUCTION currently holds the following contractor license:

<u>License #</u>	<u>License Type</u>	<u>Classification</u>	<u>Expiration Date</u>
LIC-00997600	Contractor - General	Class A	05/31/2023



Who We Are

At JOC Construction we are rewarded daily by helping our communities thrive. JOC Construction provides efficient solutions for government facility construction needs through streamlined procurement methods to deliver quality construction services without sacrificing customer service. JOC was founded by former project managers with a goal to create alignment between our clients' needs and our employee's needs. Our team is made up of qualified, responsive, and integrity driven professionals with a strong commitment to excellence. JOC Construction is dedicated to delivering value to our clients and communities. Projects are handled consistently across a variety of clients and scopes with a focus on budget, schedule, safety, and the environment.





Concept – Expedited Joint Scoping Services

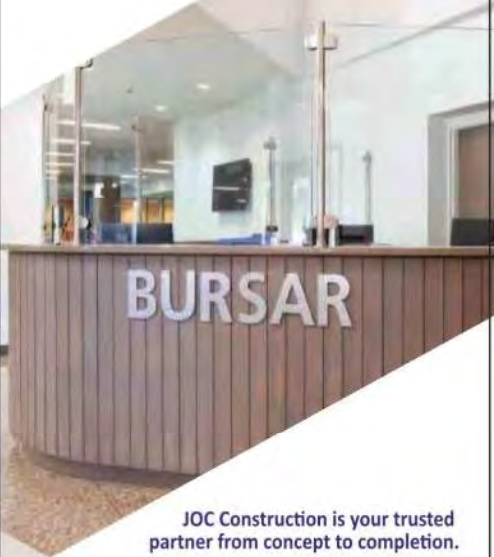
Design – Licensed A/E Partners

Construction – Transparent/Executable Work Orders

Closeout – Easy Process/Completed Punch



Sourcewell Approved
and Serving our Clients
Through Gordian



JOC Construction is your trusted partner from concept to completion.

JOC is on your Team!

Customer Service Focused

- Full Service General Contracting
- Job Order & Task Order Contracts
- Specializing in Government Sectors
- Specializing in IDIQ Contracts



GORDIAN
ezIQ[®] Contractor

Sourcewell
Awarded Contract

Full Contracting Services
From New Construction, Renovations,
Demolition, Parks and More



Customer Service Focused

JOC Construction is your trusted partner from concept to completion.

JOC is on your Team!



Concept – Expedited Joint Scoping Services

Design – Licensed A/E Partners

Construction – Transparent/Executable Work Orders

Closeout – Easy Process/Completed Punch

What We Do

Full Service General Contracting

Job Order & Task Order Contracts

Specializing in Government Sectors

Specializing in IDIQ Contracts

**Full Contracting Services
From New Construction, Renovations,
Demolition, Parks and More**



**Sourcewell Approved and Serving our
Clients Through Gordian**





Executive Summary Statement

JOC Construction, LLC is a full-service General Contractor specializing in the management of multiple projects through IDIQ or Job Order Contracts. Our Headquarters office is currently located in Atlanta, Georgia and we have remote offices in Florida, South Carolina, North Carolina, and Colorado. JOC Construction is dedicated to being a lean and agile resource to service an array of construction needs for our clients in order to enrich the lives and communities in which we serve.

Our mission is to provide efficient solutions for government facility construction needs through streamlined procurement methods in order to deliver quality construction services without sacrificing customer service. Founded by former project managers with a goal to create alignment between clients needs and employees' needs, JOC's staff is made up of a qualified, responsive, and integrity-driven team of professionals with a strong commitment to excellence; dedicated to delivering value. Projects are handled consistently across a variety of clients and scopes with a focus on budget, schedule, safety, and the environment.

JOC Construction, LLC started as a division housed under a large, national general contracting firm that was established in 1972. In 2016, the Job Order Contracts division was launched as its own company. The transition allowed us to operate more efficiently, focus resources, and keep ownership close to each project. JOC Construction was able to restructure in order to further align our operations with the Job Order Contracting processes and continues to maintain and foster long term relationships with clients through the successful completion of projects under IDIQ Contracts.

The current team at JOC Construction is made up of several members who have been tackling Job Order Contracting work together for the past 10-12 years. Our time-tested capabilities to communicate well and execute projects is a complement to our diversified team of qualified individuals. We have successfully turned over an array of projects for New and Existing Construction including; site improvement projects (underground drainage/detention, utilities, fencing/gates, site lighting, concrete work, paving, sealing, striping, and access controls), selective and complete demolition (including hazardous material abatement), LED lighting upgrades, HVAC/controls/BMS/Security installations and upgrades, roofing replacements, steel framed building construction/renovation, interior/exterior painting and waterproofing, turn key generator installations, charging stations, solar installations, interior renovations, Laboratory renovations, office, warehouse, storefront renovations.

Our team comes together to solve problems for our clients. We have a strong team of construction managers that have proven their capabilities to overcome obstacles.

JOC Construction, LLC has not, or does not currently have any open or unresolved disputes.

We pride ourselves on building relationships with our clients, vendors, and other professional services that we interact with routinely. These relationships foster fair outcomes when a dispute arises and protect our client's best interest.



Brief Portfolio Summary with Ongoing Clients

Army National Guard

\$15+ Million aggregate

Site Improvements, Drainage, Parking Lots, New Office Buildings, Renovation of Existing Facilities, Abatement and Demolition, HVAC, Electrical Upgrades and monitoring, and Roofing projects. Working on Bases and handling various degrees of security elements.

Department of Corrections

\$10+Million aggregate

Secure work in and around detention facilities. Existing building renovations, Roofing projects, Mechanical Projects, Site Improvement projects. Managing projects around changing (sometimes daily) needs of the client. All projects for Corrections are Design Build.

Department of Public Health

\$5+ Million aggregate

Laboratory Environments/clean rooms utilizing dust control, negative pressure systems, working with complex equipment coordinating rough in and install with specialty vendors and utility companies. All projects for DPH are Design Build.

Southern Crescent Technical College

\$2+ Million aggregate

Design Build or Design Assist projects consisting of renovating spaces acquired by college to format to specific programs. Develop and inspect equipment to assess existing conditions for planning purposes, and install new roofing/hvac equipment in aging buildings.

City of Boulder

\$1+Million aggregate

Renovation of office space to upgrade to connected environments. Smart boards, opening old cube/offices up to open floor plan concepts. Creative engagement spaces. Tending to old "issues" that come up during construction to bring buildings up to code and eliminate potential issues for future upgrades. Gym facility repairs, water intrusion repairs, pool repairs. Working with existing vendors on maintenance contracts to facilitate continuity for client and service as available/feasible.

CU Boulder

\$100k+ aggregate

Restroom Renovations

District 49 School System

\$50k+ aggregate

Miscellaneous small exterior renovations, painting, roofing, windows/doors, ramps, walkways.

Town of Erie

\$250k+ aggregate

Interior Renovations, lobby security upgrades, space conversion for office space, design services for waste facility, roadside drainage, and recreation area.



Key Personnel

Matt Noonan (President) mnoonan@joc-construction.com

- 12+ years government IDIQ contract experience.
- Support business units in allocating resources for projects.
- Assist with special projects.
- Certified Healthcare Constructor
- USACE Quality Control Certified.

Josh Seigla (National Operations Manager/Safety Officer) jseigla@joc-construction.com

- 12+ years government IDIQ contract experience.
- Assist with proposal and project management for business units.
- Support Safety Goals and safety plan implementation.
- OSHA 500 certified.

Kiryl "K" Kavalenka (Regional Operations manager) k@joc-construction.com

- 15+ years in CO commercial construction.
- Manage Local team and support proposal and construction management.
- Primary construction interface between JOC and Clients.
- Manage and implement local resources for executing projects efficiently.
- OSHA 30 certified.

Ray Gonzalez (Project Manager) rgonzalez@joc-construction.com

- 15+ years in Colorado commercial construction.
- Manage Active Construction projects.
- Field Manager for critical tasks as required.
- Manage and Implement Safety plan on projects.
- OSHA 10 Certified.

Ryan Deal (Project Manager) rdeal@joc-construction.com

- 10+ year experience Project Manager
- Assist with proposals and project execution.
- In house resource for solving technical issues with MEP's
- Mechanical Engineer

Betsy Babbit (Controller) bbabbit@joc-construction.com

- 8+ years in construction support role.
- Admin Support between JOC and clients (billing, contracts, insurance, and general support)
- Assist Project Managers in Pay Applications, Tracking, Vendor Support, etc.

Ben Noonan (Finance Manager) bnoonan@joc-construction.com

- 6+ years in financial management
- AP/AR tracking
- Pay App Approvals
- Banking Concerns



We at JOC Construction, LLC appreciate the opportunity to engage you and your team and help you gain a better understanding of who we are and how we work.

If you have any questions or would like additional information related to a specific scope of work, capability, or just have general question, please feel free to reach out at any time.

Respectfully,

A handwritten signature in blue ink, appearing to read "Matt Noonan", is written over a large, faint, light blue watermark of the JOC Construction logo.

Matt Noonan
President
mnoonan@joc-construction.com
404-780-6247



JOC Construction - Diversity Inclusion Plan

To Whom it may concern,

JOC Construction, LLC is dedicated to providing an equal opportunity to its vendors. We strive to meet and exceed the goals of all of our contracts for various qualifications as they are required. In general, we have an ongoing outreach program that is dedicated to meeting and signing on new vendors that include all levels of SBA certifications. We have an internal goal, company wide to reach an aggregate total of 20% usage of qualified vendors as it relates to revenue. We are capable of ramping up efforts to achieve higher goals on isolated contracts, which we currently have as much as 38% participation from certified vendors on.

Any specific goals that may be required for your entity, contract, or program, should be discussed with the project manager at the time of walking a specific scope or contract in order to make sure that the provisions are made in a timely manner as some scopes and regions are more difficult than others to obtain qualified certified subcontractors to perform work within the quality and process standards of JOC Construction.

Any vendors that your entity currently works with that are certified with the SBA or other local jurisdiction are welcome to join the JOC team of vendors, and we would be happy to set up a meeting to discuss our requirements for getting set up as a vendor.

We believe in assisting disadvantaged businesses wherever possible and always put in extra effort to support ramping up vendors to meet our requirements. We have a program in place to help with establishing vendors in a way that protects them, JOC Construction, and our clients. Our staff will assist with navigating special insurance requirements, and we also help finance premiums for vendors that are committed to a long term relationship with us.

If you need any more specific information related to Minority/Woman Owned/ Disadvantaged or other certified business matters, please feel free to reach out to mnoonan@joc-construction.com for more information.

Respectfully,

Matt Noonan
President
JOC Construction, LLC
404-780-6247
mnoonan@joc-construction.com

EXHIBIT C
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ARTICLE I. CONSTRUCTION SITE REQUIREMENTS

101. PROJECT MANAGER

Contractor and the City shall each designate a “Project Manager” to be responsible for supervising the implementation of this Contract and to represent that party in all matters and questions arising under this Contract. The City’s Project Manager shall be the judge of the performance of this Contract as it relates to compliance with drawings and specifications and other contract documents, quality of workmanship and materials and implementation of this Contract according to its letter and intent and shall have full access to the work at all times. The City’s Project Managers alone shall have the authority to issue Supplemental Job Orders. All correspondence to the City or to Contractor relating to this Contract shall be directed to the Project Manager. The Project Managers’ decisions on all matters of this Contract shall be final and conclusive, subject to the other party’s right to dispute such decision.

102. PROJECT INSPECTOR

The “Project Inspector” is an employee of the City or of the A/E (defined below). The City has delegated its authority to the Project Inspector to make initial decisions regarding technical questions that may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work under this Contract. The Project Inspector shall interpret the intent and meaning of this Contract, including drawings and specifications, and make initial decisions with respect to quality, workmanship and materials and Contractor’s fulfillment of this Contract and Contractor’s entitlement to compensation. Contractor shall consult with the Project Inspector in all matters relating to this Contract where any questions arise regarding technical aspects of this Contract. The Project Inspector’s decisions are subject to review by the Project Manager.

103. THE ARCHITECT/ENGINEER

The City may contract for the services of an architect or engineer, referred to as an “A/E,” to aid the Project Manager in administering this Contract. The A/E will consult with the Project Manager concerning the performance and acceptance of the work. The A/E will participate in the preparation and approval of progress and final payment estimates and participate in inspections while the work is in progress and prior to final acceptance by the City.

104. CONTRACTOR

Contractor shall supervise and direct the work, using Contractor’s best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Contract and shall perform all the work in a workmanlike manner. Contractor shall be responsible to the City for all acts and omissions of Contractor’s agents and employees, subcontractors and their agents and employees, and other persons performing any of the work under contract

with Contractor or any of its agents, employees, or subcontractors. Contractor shall not be relieved from any obligations under the contract documents by inspections, tests, or approvals required or performed pursuant to this Contract by persons other than Contractor.

105. SUBCONTRACTORS

The Contractor shall endeavor to perform with its own organization and forces not less than 30% of the total amount of labor hours performed at the Project Site through the working foreperson level. Note: The City has determined that the percentage of self-performance is a key performance criteria. As such, failure to achieve or exceed the self-performance requirements may constitute a reason to terminate the Contract. As requested, the Contractor shall provide a report to the City showing the amount of self-performance achieved by project and total accumulative amount. The self-performance percentage calculation does not include field superintendents or office management personnel. Self-performance percentage will be approved by each Project Manager for each Job Order Contract.

Contractor shall be permitted to subcontract the performance of certain work to a third-party subcontractor, provided that: (1) Contractor gives prior written notice to the City of the subcontractor and the detailed nature and scope of the work to be performed by the subcontractor; (2) the City consents to the subcontracting of such work to such subcontractor; and (3) Contractor complies with the terms and conditions set forth below. Contractor shall remain responsible to the City in accordance with this Contract for the work performed by any subcontractor and for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent as if the subcontracted work were performed by Contractor's employees, and any terms and conditions applicable to subcontracted work shall continue to apply notwithstanding any such subcontracting. No agreement between Contractor or and a subcontractor or supplier shall in any way affect this Contract between the City and Contractor. Contractor shall review the qualifications of all subcontractors and their supervisors and assure that all subcontractors satisfy all applicable insurance requirements set forth in Article II, Bonding, Insurance, and Taxes herein. Contractor shall require each subcontractor to sign an agreement in which the subcontractor agrees to be bound by all applicable terms and conditions of the contract documents for the benefit of the City. Nothing in the contract documents nor in the City's acceptance of a subcontractor shall create any contractual relationship between the City and any subcontractor or other person or organization having a direct contract with Contractor. Contractor shall indemnify, defend, and hold harmless the City from and against any loss, expense, obligation, or liability incurred by the City arising out of claims made by any subcontractor related to its performance of the subcontracted work or any matters related thereto.

106. SUPERVISION AT THE JOB SITE

Contractor shall provide and maintain continually on the work site a Superintendent for all work being performed under this Contract. Contractor shall designate the Superintendent, who shall be authorized to act on behalf of Contractor in all matters related to this Contract.

Within five (5) days after the execution of this Contract, Contractor shall inform the Project Manager in writing of the home and residence address and the telephone number of the person designated as the Superintendent. Contractor shall also provide a mobile phone to the Superintendent and inform the Project Manager in writing of the telephone number therefor. A call to any one of these numbers shall constitute emergency notice by the City. The Superintendent shall be on-call at all times to address emergencies.

In the event of an emergency, Contractor shall be responsible for remedying all aspects of the work creating the emergency or loss of utility service and respond within two (2) hours of being notified of the emergency. If Contractor does not respond within two (2) hours, Contractor shall be responsible for any and all costs incurred by the City including, but not limited to, deployment of public safety personnel, and any labor, equipment and materials required to remedy the emergency. Unless the Project Manager requests that a Superintendent be replaced or permits such replacement or the Superintendent ceases to be employed by Contractor or becomes sick or disabled, the same person shall continue in the capacity of Superintendent and be present continuously or immediately available at the work site until the work has been completed.

107. COMMUNICATIONS AT THE WORK SITE

The Superintendent shall be the normal recipient of work site communications from the Project Manager. Important communications from the Project Manager shall be in writing and shall be made by field order (see Section 403, Field Orders), or a reasonable facsimile thereof. Other important communications from Contractor to the City shall also be in writing. Further, the Superintendent shall designate agents at the site to receive such communications when the Superintendent is away from the site. When the Superintendent is absent, such persons shall be authorized to act immediately on emergency communications given by the Project Manager. If the Project Manager issues an emergency communication to Contractor, but there is no authorized representative of Contractor able to act on the emergency communication, the Project Manager may take whatever action is necessary to deal with the emergency, at Contractor's cost. If the City finds it necessary to communicate at the work site with contractor personnel authorized to receive such communications and none are available to receive such communications, the City may suspend Contractor's operations at the work site which are affected by the communications until such communications can be accomplished.

108. DRAWINGS AND SPECIFICATIONS

The "drawings and specifications" consist of all documents, excluding shop drawings, approved by the City for the purpose of describing the work to be performed under this Contract. The City shall retain ownership of all drawings and specifications prepared or used in connection with this Contract, whether prepared by or on behalf of Contractor or the City. Copies of the drawings and specifications may be obtained at the location specified in the advertisement for bids. The drawings show the character and the scope of the work to be performed. Figure dimensions shall in all cases be used in preference to scale dimensions. The specifications consist of written technical descriptions of materials, equipment, construction systems, processes, standards, and workmanship. If work is shown on drawings,

but dimensions for such work are not indicated, then Contractor shall not execute such work unless Contractor is able to determine the unspecified dimensions from the dimensions which are specified. Whenever Contractor is unable to determine unspecified dimensions, Contractor shall proceed as provided in Section 108, Inconsistencies in Contract Documents.

109. OWNERSHIP OF UNIQUE DRAWINGS AND SPECIFICATIONS

The City may hire an artist, architect, or engineer to prepare drawings or specifications for a unique design, logo, or structure, as will be set forth in the Special Conditions. The City hereby reserves complete property rights to such drawings and specifications. This Section 109 is not intended to include common drawings or specifications or manufacturer's specifications, which are commonly used in the construction industry, or those used by the artist, architect, or engineer who prepared such drawings or specifications. Contractor and all subcontractors are prohibited from using such drawings or specifications or selling or otherwise transferring such drawings or specifications to any other person or entity, except as required for the work, unless the Project Manager waives this condition in writing.

110. INCONSISTENCIES IN CONTRACT DOCUMENTS

The contract documents are complementary and what is called for by one document is binding as if called for by all contract documents. If Contractor notices a conflict, error or discrepancy in the contract documents, Contractor shall notify the Project Manager in writing immediately. Contractor shall not proceed with any part of the work affected by such conflict, error or discrepancy until the Project Manager has authorized Contractor to proceed in writing. The City shall decide which of the provisions in the contract documents shall be followed in the event of a conflict, error, or discrepancy. If the City selects an interpretation that costs more or less than a version on which Contractor reasonably relied in preparing its bid, the contract price shall be increased or decreased by an appropriate Supplemental Job Order. The adjustment in the contract price shall be calculated according to the provisions of Article IV, Change in Contract Terms, except that increases shall be granted only to the extent that the Project Manager finds that Contractor's interpretation which formed the basis of its bid was reasonable. If Contractor disputes the contract price adjustment made by the Project Manager, Contractor may appeal pursuant to Section 409, Contract Grievance Procedure. Contractor shall report to the Project Manager all errors Contractor discovers in the contract documents.

Information and data reflected in the contract documents with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the City by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the contract documents.

111. STANDARDS

Reference to standard specifications of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard code, specification, or

tentative specification adopted and published at the deadline for the submission of bids, unless specifically stated otherwise.

112. LICENSES AND PERMITS

Neither Contractor nor any subcontractor shall commence work under this contract in the City until obtaining all required City licenses and permits. The following is a list of licenses and permits which may be required. The regulations can be accessed via the City’s website at www.bouldercolorado.gov. These requirements are subject to change without notice. This list should not be deemed to be exhaustive. In addition, Contractor is responsible for obtaining all required federal, state, and county licenses and permits. The City will pay, without markup, the development excise tax and any plant investment fees applicable to the project.

License or Permit	B.R.C., 1981	Location
General Contractor’s License	4-4-3	Planning and Development Services Phone:303-441-1880
Building Permit	10-5-2	Same
Solar Access Permit	9-9-17(h)	Same
Plumbing Contractor’s License	4-15-3	Same
Plumbing Permit	10-10-2	Same
Electrical Contractor’s Registration	4-8-2	
Electrical Permit	10-6-2	Same
Mechanical Contractor’s License	4-13-3	Same
Mechanical Permit	10-9-2	Same
Sound Level Variance	5-9-3; 8-5-11	Same
Sign Contractor’s License	4-21-2	Same
Sign Permit	9-9-21	Same

Moving or Wrecking Permit	10-5-2	Same
Fire Protection System Permit	10-8-2	Same
Fence Permit	9-9-15	Same
Public Right-of-Way License	4-6-2	Same
Water Main Connection Permit	11-1-14	Same
Sewer Main Connection Permit	11-2-9	Same
Industrial Discharge Permit	4-20-31, 11-3-13	Water Quality Phone: 303-441-3200
Sales and Use Tax License	3-17-3	Sales & Use Tax Division Phone: 303-441-3050

113. ROYALTIES AND PATENTS

Contractor shall pay all, without markup, license fees and royalties. Contractor shall include and shall be considered to have included in the bid proposal a sum sufficient to cover all fees, royalties, licenses and claims for any patent rights, trade secrets, copyrights, trademarks, or other intellectual property which may be connected with the work. If Contractor uses any such intellectual property in the work, Contractor shall enter into a written agreement with the owner of the intellectual property to provide that there will be no future payments owed by the City. Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees from all fees, royalties, licenses and claims or suits therefore in connection with any infringement or alleged infringement of any intellectual property right.

114. COLORADO LABOR REQUIREMENTS

Except for federally funded contracts, Colorado labor shall be employed for at least eighty percent (80%) of each class of skilled and common labor employed for all City public works projects. "Colorado labor" means any person who is a resident of the state of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational criterion, pursuant to Section 8-17-101, C.R.S., as amended.

115. PUBLIC RELATIONS

Contractor shall carry on the work in such a manner as to cause as little inconvenience as possible to the public, particularly to occupants of property near or contiguous to the project, as is consistent with good workmanship. Contractor shall notify such occupants at least forty-eight (48) hours in advance of proposed work that may block entrances or otherwise cause undue difficulty to the occupants of affected property and shall restore such entrances to usable condition as soon as possible. Contractor, subcontractors, and employees shall at all times be courteous to the public, the Project Manager, and other City representative while engaged in work under this Contract. Any employees of Contractor, subcontractors or agents who fail to act in a courteous manner toward the public, the Project Manager, or other City representative shall be immediately and permanently removed from the construction site by Contractor upon the reasonable request of the Project Manager.

Contractor shall notify all business managers and residents affected by the interruption of utilities and other services caused by his operations. Such notice shall be given at least forty-eight (48) hours prior to the interruption of service. Notice shall be given for the interruption of domestic water, irrigation water, sewer, trash pickup, and changes in access to property. Prior to interruption of domestic water service, a second notice shall be given no less than one hour and no more than four hours prior to discontinuation of service. Notifications may be oral or in written form if the business manager or resident cannot be located. Water services shall not be discontinued for more than two (2) consecutive hours without special written permission from the Project Manager. If requested by a commercial business, potable water bottles and toilets for use by their employees shall be furnished and serviced by Contractor. These requirements are considered as incidental to the work and no additional payment will be made by the City.

116. PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall designate a person at the work site who is responsible to oversee or take precautions to prevent accidents. Contractor shall take all reasonable safety precautions and provide all reasonable protection to prevent damage, injury, or loss to:

- A. All employees at the work site and all other persons affected by the work;
- B. All materials and equipment in the care, custody, or control of Contractor or subcontractor, whether stored on or off the work site;
- C. All work done under this Contract;
- D. All property at the site including walks, pavements, roadways, structures and utilities, and all neighboring property which may be affected by the work; and
- E. All plant materials including without limitation grasses, trees, and shrubs except where specifically identified for removal.

Contractor shall repair or replace any damage, injury, or loss to all public or private property caused directly or indirectly, in whole or in part, by Contractor or any subcontractor or their employees or agents or anyone directly or indirectly employed by them or anyone for whose acts any one of them may be responsible. Contractor shall give all notices and comply with all applicable laws bearing on the safety of persons or property or their protection from damage, injury, or loss.

117. PROTECTION AND PREVENTION OF SITE ACCESS

Where the work is conducted in or adjacent to any street, alley, bike lane, path, sidewalk or public place, Contractor shall furnish and erect such barricades, fences, lights, and danger signals and shall furnish such personnel to warn the public and guard the site and shall take such other precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Contract. Excavations in or adjacent to public streets, alleys, bike lanes, paths or sidewalks shall be securely barricaded so as to prevent access by small children or any other person or vehicle when work is not being carried on at the site of excavation. Such barricades shall be painted in a color that is visible at night. Contractor shall follow the guidelines set forth in the Manual of Uniform Traffic Control Devices (“MUTCD”). Any costs incurred to satisfy requirements of this Section 117 will be considered costs of the work.

118. TRAFFIC MAINTENANCE

It is a priority for the City to maintain access for all modes of travel, including vehicles, transit, pedestrian, and bicyclists, at all times. Before proceeding with construction, Contractor shall obtain written approval from the City for the proposed method of handling traffic. The MUTCD shall be followed for traffic control. The procedures designated by this handbook may be modified by Supplemental Job Order when necessary. Closing or otherwise severely obstructing streets, alleys, bike lanes, paths, sidewalks, and road systems will be permitted only after the Project Manager has authorized Contractor in writing to do so. When a detour is necessary because a street, alley, bike lane, path, sidewalk, or road system is blocked in whole or in part by the work, the City will designate its route and Contractor shall furnish, post, and maintain detour signs of the type and size required by the City at the places designated by the City prior to impairing public access or closing or otherwise obstructing a street, alley, bike lane, path, sidewalk, or road system. The Superintendent designated pursuant to Section 106, Supervision at the Job Site, shall be responsible for traffic control. The Superintendent shall have the responsibility to sign documents on behalf of Contractor related to traffic control and to handle all other details covered by the contract documents that contribute to the comfort and safety of the traveling public.

119. PROJECT IDENTIFICATION

In addition to appropriate warning and traffic signs, Contractor must provide a sign at the job site that identifies Contractor and the City department in charge of construction and gives a telephone number for each. This sign shall identify an authorized representative of either or both the City and Contractor who is to be contacted whenever there is an emergency

at the job site, including without limitation evenings, weekends, holidays, and all times when the job site is unattended. The sign shall be placed in a prominent location, properly supported in position, and maintained in good condition during the life of the project. Contractor must obtain a sign permit from the City before erecting the project identification sign. The sign shall be limited to free-standing, wall or window signs not exceeding thirty-two (32) square feet in total area and sixteen (16) square feet per face and may not exceed seven (7) feet in height with no riders or attachments in non-residential zones and twelve (12) square feet in total area and six (6) square feet per face and four (4) feet in height in residential zones. Section 9-9-21((d)(4)(A), B.R.C. 1981. No sign shall obstruct traffic or a motorist's view of traffic signs, signals, or other official notices. All signs shall be constructed and conform to the construction standards set forth in Section 9-9-21, B.R.C. 1981, and with the standards for temporary signs as set forth in Section 10-11-17, B.R.C. 1981. Under Section 4-21-2, B.R.C. 1981, only licensed sign contractors shall install signs for which a permit is required.

120. MAINTAINING TRAFFIC DURING SUSPENSION OF WORK

Upon any suspension of the work under this contract pursuant to Article VIII, Suspension and Termination, Contractor shall make passable and shall open to vehicles, bicyclists, and pedestrians such portions of the work site as are reasonably directed by the Project Manager for the temporary accommodation of the public during the anticipated period of suspension. Thereafter, until the Project Manager orders that construction be resumed, the City shall maintain any temporary travel ways through the work site. Unless the City expressly and in writing assumes such responsibility, Contractor shall be responsible for protecting the work site itself during the period of suspension.

121. RESUMPTION OF WORK

When work is resumed after a suspension, Contractor shall replace or renew any work or materials damaged or lost as a result of temporary use of portions of the work site. Contractor shall also remove, as directed by the Project Manager, any work or materials used by the City in the maintenance of any temporary travel ways. Contractor shall complete the work in every respect as though its implementation had been continuous and without interruption. Except for suspensions of work pursuant to Section 1003, Suspension of the Work for the City's Convenience, or Section 1008, Termination of This Contract for Convenience, Contractor shall bear the costs which result from the period of suspension and all startup costs associated with resuming the work as set forth in this Section 121.

122. DRAINAGE

Contractor shall provide at its own cost and expense all reasonable methods for adequately draining the work and shall assume full responsibility and liability for damage to any person or property resulting from inadequate or excessive drainage. Contractor shall be responsible for the preservation and protection of storm water collection systems and other natural and developed drainage ways which may be affected by work done under this Contract. This municipal service system is operated and regulated by the Utilities Division of the City of Boulder Department of Public Works. Contractor is required to notify the Director of Public

Works for Utilities prior to initiation of the work when the work may diminish the system's capabilities or may redirect water flow. This notification process does not, however, relieve Contractor of any responsibility for damage which may result from Contractor's operations.

If the construction requires land disturbance of one acre in size or greater or less than one acre but is part of a common plan of development or sale, then Contractor shall conform to the requirements for a stormwater discharge permit associated with construction activity from the Colorado Department of Public Health and Environment (Colorado Department of Public Health and Environment, Water Quality Control Division, 303-692-3500 <http://www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html>). The general contractor is responsible for obtaining this permit from the Colorado Department of Public Health and the Environment and the City shall be a co-permittee pursuant to the permit requirements. Contractor shall comply with all terms and conditions of this permit and, such compliance being an obligation under this contract, shall indemnify the City for all costs, damages, or liabilities resulting from or related to non-compliance with this permit pursuant to Paragraph 312, above.

Contractor shall satisfy all environmental quality standards imposed by law and take reasonable steps to minimize the environmental impact of the work. These environmental quality standards include, without limitation, noise control, air pollution control, water pollution control, and dust control, which may be placed at risk by the activities of Contractor:

- A. Contractor shall not pollute the water of any pond, lake, stream, ditch, or other watercourse, as prohibited pursuant to Title 11, Chapter 5 "Storm Water and Flood Management Utility," B.R.C. 1981, which generally prohibits discharge of pollutants to water bodies.
- B. Contractor will implement erosion control practices and stormwater best management practices in accordance with Title 11, Chapter 5 "Storm Water and Flood Management Utility," B.R.C. 1981.
- C. Contractor will comply with permits required to discharge groundwater to the storm drainage system in accordance with state law.

123. WASTEWATER

Except for sanitary sewage, which shall be discharged only into the City's sanitary sewer system, Contractor shall not discharge any water or other liquids to the City's sanitary sewer system. All bypassing or pumping of sanitary sewage required during construction shall be to other sanitary sewer facilities approved by the Project Manager by a field order. All existing sanitary sewer facilities shall remain in continuous and full operation during construction. All costs incurred for bypassing, removal, pumping, and disposal of wastewater and sanitary sewage during construction shall be borne by Contractor.

124. DITCH IMPACTS AND CROSSINGS

Contractor shall confirm, prior to the start of construction, which agreements the City has

procured with any ditch company. If a ditch agreement has been negotiated between a ditch company and the City, Contractor is responsible for complying with the terms of that agreement.

Contractor is responsible for notifying a ditch company’s representative when the work will breach a ditch, tunnel under a ditch, is within 25 feet of a ditch, redirect the flow of a ditch, or in any way will impact or diminish the ditch system’s capability to carry water. Such notification shall occur as soon as the schedule for the work is established, but at a minimum of fourteen (14) days prior to initiating the work. This notification does not relieve Contractor of any responsibility for damage that may result from Contractor’s operations, nor does it relieve Contractor of any responsibility to obtain any necessary approvals from a ditch company. Should Contractor require additional approval from a ditch company, Contractor should note that such approvals generally take more than thirty (30) days to obtain.

125. PROTECTION OF MUNICIPAL SERVICE FACILITIES

Contractor shall provide and maintain free access to all municipal service systems including, without limitation, fire hydrants, water and gas valves, manholes, handholds, and traffic light and utility poles. All natural and developed drainage ways shall be kept open unless and until other provisions satisfactory to the Project Manager are made for the removal of storm water. If Contractor damages any municipal service systems, Contractor shall immediately repair or replace the damaged municipal service facilities at no cost to the City.

126. LIST OF MUNICIPAL SERVICE SYSTEMS

If Contractor’s work affects any municipal service system, Contractor shall notify the affected organization immediately. The term “municipal service system” or “facility” shall mean any equipment located in the public right-of-way or in a utility easement, whether or not platted or formally deeded to the City. The list below is not intended to be complete; rather, it identifies the systems which contractors encounter most frequently:

<u>System</u>	<u>Agency to Contact</u>	<u>Telephone #</u>
Telephone	CenturyLink	1-800-954-1211
Buried Utilities Location Service	Utility Notification Center of Colorado	1-800-922-1987
Streets, Roads, Alleys, Bike lanes, Paths or Sidewalks and Traffic Control Equipment	Department of Public Works/Transportation Division	303-441-3200

Sanitary Sewer Collection, Storm Water Collection and Drainage Ways; Water Distribution	Department of Public Works/Utilities Division	303-441-3200
Electrical Power Lines and Natural Gas Lines	Xcel Energy	Electric: 800- 895-1999 Gas: 800-895- 2999
Tree Removal/Pruning in City-owned property and right-of-way	Parks and Recreation Department, Forestry Division	303-441-4406
Work within easements through public parkland	Parks and Recreation Department	303-413-7200
Open Space and Mountain Parks	Open Space Department	303-441-3440
Police and Alarms	Police Department	303-441-3333
Fire	Fire Department	303-441-3350
Cable Television	Comcast	800-934-6489
Broadband	Innovation & Technology	303-441-3080

127. INTERRUPTIONS TO UTILITIES

If this Contract requires that any utility be interrupted or Contractor desires to interrupt a utility for its convenience, it shall promptly contact the affected utility and customers and obtain the necessary permissions. The interruption shall be confined to the least possible time period and cause the least possible inconvenience to service recipients. Contractor shall bear all costs related to a utility interruption. If such an interruption is required by this Contract, the City shall be liable only for those costs included in Contractor's bid.

128. UTILITIES, STRUCTURES, AND CONDITIONS SHOWN IN CONTRACT DOCUMENTS

- A. Except as set forth in paragraph B, below, existing underground, surface or overhead utilities, structures and conditions may be omitted in the drawings, specifications, and other contract documents and those shown may not be accurately situated or drawn to scale. Contractor shall be responsible for protecting all such utilities as described below.
- B. The approximate locations of underground facilities and the tie in points that are owned or operated by the City are shown on the plans and specifications. As part of the work contractor shall, on behalf of the City, locate and mark the precise location of such facilities as required by Section 9-1.5-101, *et seq.*, C.R.S. In addition, the plans and specifications may indicate that the

location of any underground facilities owned or operated by the City are “unknown,” “uncertain” or “within a range.” Contractor shall have full responsibility for determining the exact location of all the above-mentioned underground facilities by “potholing,” “handwork” or such other means as may be necessary to determine the precise location without damaging such underground facilities. This work is included in the contract price unless called out in the bid as a separate pay item. The precise location of all such underground facilities shall be incorporated into the record drawings by Contractor.

- C. Contractor shall notify the “Utility Notification Center of Colorado” in a timely fashion, as required by Section 9-1.5-101, *et seq.*, C.R.S. Contractor shall request written record of any information from all owners or operators of underground facilities (as defined in the above statute) regarding the location of the specific underground facilities. Contractor shall comply with all requirements of the above statute as it pertains to the “excavator.” The City shall not be responsible for the accuracy or completeness of any information provided by third-party owners or operators of underground facilities, including the marking thereof.

- D. The cost of the following will be included in the contract price and contractor shall have full responsibility for:
 - 1. Reviewing and checking all information and data provided by all owners or operators of underground facilities;
 - 2. Locating all underground facilities shown or indicated in the contract documents;
 - 3. Coordination of the work with the owners and operators of all underground facilities during construction;
 - 4. The safety and protection of all utilities and the entire expense of repairing or replacing any utilities or structures disturbed or damaged during construction;
 - 5. All coordination and implementation associated with any necessary relocation or removal of utilities, including relocation and removal which must be performed by third parties.
 - 6. The location and protection of all individual service lines, notwithstanding any requirements to the contrary in Section 9-1.5-101 *et seq.*, C.R.S.
 - 7. The repair of any damage to utilities that have been properly located by the designated utility locating service and for utilities for which Contractor has not obtained the proper field location marking.

- E. If any underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the contract documents or by reason of information supplied pursuant to Section 9-1.5-101 *et seq.*, C.R.S., Contractor shall promptly, after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in conjunction therewith (except in emergency situations), identify the owner of such underground facility and give written notice to that owner, the “Utility Notification Center of Colorado”, and the City. The location of all such underground facilities shall be incorporated into the record drawings by Contractor. The City will promptly review the underground facility and determine the extent, if any, to which a change is required in the contract documents to reflect and document the consequences of the existence of the underground facility. During such time, Contractor shall be responsible for the safety and protection of such underground facility. Contractor shall be allowed an increase in contract price, or an extension of contract time, or both, in accordance with Article IV, Change in Contract Terms, to the extent that they are attributable to the existence of any underground facility that is not shown or indicated in the contract documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the City and contractor are unable to agree on entitlement to or the amount or length of any such adjustments in the contract price or contract time, Contractor may make a claim therefore as provided in the contract documents.

- F. In the event of a break in an existing water main, gas main, sewer or underground cable, Contractor shall immediately notify the responsible official of the organization operating the utility interrupted and the Project Manager and shall lend all possible assistance in restoring service.

129. ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES

If any fossils or treasure or unusual or valuable geological formations are found during the work, such items shall be carefully preserved by Contractor, who shall notify the Project Manager and request instructions regarding the disposition of these items. These items are the property of the City. In addition, Contractor shall inform the Project Manager of any evidence that might suggest to a lay person that deposits of historical or archeological interest or treasure or unusual or valuable geological formations may be present on the work site. Upon making such a discovery, Contractor shall avoid disturbing that part of the work site. This could require that Contractor’s activities be redirected or stopped until the Project Manager determines how to proceed. No further disturbance of such discoveries shall be made until the Regional Office of the Environmental Protection Agency and the State Historical Preservation Officer have been notified and the Project Manager determines how the work should proceed. If the Project Manager finds that protecting such discoveries causes an increase or decrease in Contractor’s cost or time required to perform the work, an equitable adjustment will be made in the contract price and/or time of performance, in accordance with Article IV, Change in Contract Terms.

130. HAZARDOUS OR EXPLOSIVE MATERIALS

Before using or storing hazardous or explosive materials at the work site, Contractor shall inform the Project Manager and the City’s fire department of the proposed action in writing and shall receive the Project Manager’s written approval before proceeding. Explosives or hazardous materials shall be handled and used by experienced workers only. All firing shall be done by electricity. All storage places shall be marked clearly: “DANGEROUS – EXPLOSIVES” or “DANGEROUS - HAZARDOUS MATERIALS.” Caps or other exploders shall not be stored at the same place where dynamite or other explosives are stored. All explosives, firing devices, and other hazardous materials shall be kept in locked containers.

131. PROTECTION OF PRIVATE PROPERTY

Contractor shall not enter upon private property for any purpose without having previously obtained permission from the property owner. Contractor shall be responsible for the preservation of, and shall use every reasonable precaution to prevent damage to, all private property adjacent to the work site. Contractor shall repair or replace any damage, injury, or loss to such property caused directly or indirectly, in whole or in part, by Contractor or any subcontractor, their employees or agents, or anyone directly or indirectly employed by them or anyone for whose acts anyone of them may be responsible, to a condition substantially similar or equal to that existing before such damage was done by repairing, rebuilding, or otherwise restoring the property or paying the owner for such damage as may be directed by the Project Manager. If Contractor fails to restore such property or pay for such damage, the City may, upon forty-eight (48) hours’ written notice to Contractor under ordinary circumstances, and without notice when a nuisance or hazardous condition results, repair, rebuild, or otherwise restore such property or pay for such damage and the cost thereof shall be deducted from any payments due to Contractor under this Contract. If not so deducted, Contractor shall immediately reimburse the City for the cost thereof.

Contractor shall immediately notify the Project Manager of all proposed uses of private property related to the project. Contractor shall provide written verification that the use of the private property has been negotiated with and approved by the private property owner prior to the use of the property. Verification shall include Boulder County records related to property ownership and signed and notarized agreement(s) between the property owner and Contractor. Uses of private property that are considered directly related to the project include, but are not limited to, material storage, equipment or workforce access, material disposal, and material borrow. In case Contractor negotiates use of the private land(s) with property owners for its convenience, Contractor shall be fully responsible for all related negotiations and payments.

132. PROTECTION OF EXISTING PLANT MATERIALS

Contractor shall be responsible for taking all reasonable steps for protecting, transplanting, and replanting existing trees, shrubs, and other plant materials that may be affected by the work. Plants designated to remain shall be protected by construction fencing or barriers at all times during the entire contract period. No material shall be stockpiled, and no equipment

shall be parked or repaired within twenty-five (25) feet of existing trees unless it is impossible to avoid doing so and permission is first obtained from the Project Manager. No oil, gasoline, concrete, or other materials shall be dumped or temporarily stockpiled anywhere on site unless permission is first obtained from the Project Manager. Contractor shall be responsible for the mitigation of any plants damaged or scarred during construction at Contractor's expense pursuant to Chapter 6-6, "Protection of Trees and Plants," B.R.C. 1981. Where separations expose or damage the root systems of plants designated to remain, Contractor shall take remedial measures at the direction of the Project Manager within two (2) hours or as soon as reasonably possible to insure the health of the plant. Plants designated to remain, but which are, in the opinion of the Project Manager, damaged beyond repair, shall be replaced by Contractor at Contractor's own expense with a similar size and species chosen by the Project Manager. Any existing sod damaged by the construction operations shall be replaced by Contractor at Contractor's own expense. Contractor's liability for damages due to injured plant materials shall not be limited to the replacement of such materials, but shall also include damages incidental to removing and replacing such materials. No plant materials shall be cut except with the written permission of the Project Manager. If Contractor must repair or replace damaged plant materials, Contractor shall guarantee such replacement materials for one full growing season following the planting thereof. As used herein, the growing season begins on April 1 and ends on August 31.

133. PLANTING, PROTECTION AND GUARANTEE OF PLANT MATERIALS

Contractor shall take special care when plant materials have been planted as part of the work. If such plant materials are damaged or die from natural causes or due to the negligence of Contractor within a period of one (1) full growing season from the date of planting, then Contractor shall replace such plant materials with plant materials of the same size and quality at no cost to the City. Damaged plant materials shall be replaced no later than the following growing season, and sooner if possible. As used herein, the growing season begins on April 1 and ends on August 31. The Project Manager shall approve all plant materials, including replacement materials, in writing before the planting thereof. If Contractor must replace any plant materials, Contractor shall guarantee such replacement items for a period of one full growing season following the planting thereof. If the plant materials so replaced are damaged or die from natural causes or due to the negligence of Contractor during the guarantee period, Contractor shall replace such damaged plant materials, and again guarantee them for an additional full growing season, and so on until the guarantee is fully met.

If the Project Manager directs, Contractor shall guarantee proper performance of landscaping materials for a period of two years from the date of final completion and secure this guarantee with a maintenance bond. This maintenance bond shall be based on the cost of landscaping as set forth in the bid schedule or schedule of values and shall only apply to landscaping maintenance purposes including, without limitation, replacement of trees, shrubs, reseeding, weed control, operation and repair of sprinkler system, and any other maintenance requirements.

134. WEED MANAGEMENT PROGRAM

All weed control practices shall be in accordance with the City's [Integrated Pest Management Policy](#), available from the city of Boulder at <https://bouldercolorado.gov/services/integrated-pest-management-program> or by phone: 303-441-1901. Contractor shall prepare a weed management plan in accordance with this policy and submit it to the project manager and the City's Integrated Pest Management Coordinator. Chemicals shall not be used for weed control unless allowed by the City's Approved Pesticide List for the weed species and site type and/or location. All pesticide applications must comply with the appropriate pre- and post-notification requirements, according to the City of Boulder's Pesticide Ordinance (Section 6-10-1 B.R.C. 1981). For all City pesticide applications, notification will be posted at the site at least 24 hours in advance, remain on-site for at least 24 hours, and must also be posted to the City's online pesticide dashboard. Information including chemical, target weed species, application method, site location and project manager contact information must be submitted to the City's Integrated Pest Management Coordinator by Friday the week prior to the herbicide application date.

135. WORK IN EXISTING BUILDINGS

If the work involves an existing building, Contractor shall plan and execute the work to avoid unnecessary damage to walls, ceilings, ducts, pipes, wires, and any other building elements. Contractor shall organize and plan the work to reduce to a minimum the need for cutting or otherwise removing load bearing structural elements to accommodate the installation of piping, ductwork, or equipment. If two or more persons are doing work in the same place, Contractor shall be responsible for coordinating efforts. If cutting or removal of structural elements is necessary because the work could not be organized and planned to avoid such cutting or removal, Contractor shall so inform the Project Manager. Contractor shall not damage or endanger any portion of other work of the City or any separate contractor by cutting, patching, excavating, or otherwise altering any work, except with the written consent of the Project Manager and of such separate contractor. Such consent shall not be unreasonably withheld. Contractor shall be responsible for all repair, replacement and patching that becomes necessary. If the work involves an existing building, Contractor shall erect and maintain during the progress of the work suitable dustproof partitions to protect the building and the occupants thereof. Contractor shall schedule the work of subcontractors and other persons in order that each may accomplish the work in an efficient and orderly fashion and in a manner that will permit maximum use of the building and minimize impairment of any existing facilities.

136. CONNECTIONS TO EXISTING FACILITIES

Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including, without limitation, structures, drain-lines, and utilities such as water, sewer, and electric. In each case, Contractor shall receive permission from the City or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.

Connections to existing facilities that are in service shall be thoroughly planned in advance and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously, around the clock if necessary, to complete connections in the minimum time. Utilities interruptions shall be kept to a minimum and scheduled for the least inconvenient time for service recipients. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

137. REMOVAL/REPLACEMENT OF EXISTING FACILITIES

Contractor shall perform all removal and replacement required for, and in connection with, the work, including but not limited to, the following:

- A. Removal of improperly timed work;
- B. Removal of samples of installed materials for testing;
- C. Alteration of existing facilities;
- D. Installation of new work in existing facilities.

Contractor shall provide all shoring, bracing, supports, and protective devices necessary to safeguard all work and existing facilities during cutting and patching operations. Contractor shall not undertake any cutting or demolition that may affect the structural stability of the work or existing facilities without the Project Manager's concurrence.

Materials shall be cut and removed to the extent indicated on the drawings or as required to complete the work. Materials shall be removed in a careful manner, with no damage to adjacent facilities or materials. Materials which are not salvable shall be removed from the site by contractor.

All work and existing facilities affected by cutting operations shall be restored with new materials, or with salvaged materials acceptable to the Project Manager, to obtain a finished installation with the strength, appearance, and functional capacity required. If necessary, entire surfaces shall be replaced and refinished.

138. PROTECTION AGAINST WEATHER

All work and construction materials, unless otherwise protected, shall be protected in a manner to prevent damage to the construction materials. Sufficient covering shall be kept ready at the work site for this purpose. If the City chooses to protect any construction materials or work done under this Contract that Contractor has left unprotected, Contractor shall reimburse the City for the value of City labor and materials expended in protecting the work or construction materials.

139. TEMPORARY ENERGY, WATER, TELEPHONE AND OTHER SERVICES

Contractor shall pay for all temporary energy, water, telephone, and other services needed to

do the work and provide and pay for all temporary facilities needed to deliver such services to the work. Temporary facilities shall be installed and maintained to protect the public and workers and shall conform to any applicable requirements for the delivery of the services. Upon completion of the work, Contractor shall remove all such temporary facilities. Contractor may use a structure's permanent heating system to provide temporary heat if the Project Manager pre-approves this in writing. If temporary heating is required for the benefit of the City before the permanent heating system is available, Contractor shall provide safe heating apparatus acceptable to the Project Manager and shall provide all fuel that is required. All expenses resulting from temporary heating shall be paid for by Contractor and not reimbursed by the City. When the heating system in any new construction is ready for operation, Contractor may put it into operation and remove the temporary heating equipment. Operation of the heating system before the City issues a certificate of substantial completion is at Contractor's risk and expense.

140. SANITARY FACILITIES

Contractor shall provide and maintain suitable, weather tight, plastic or painted sanitary toilet facilities for any and all workers engaged on the work for the entire construction period. Contractor shall keep the toilets clean. When the toilet facilities are no longer required, Contractor shall promptly remove them from the site and disinfect and treat the site area as required. Toilet facilities of any existing building at or near the site shall not be used by employees or agents of Contractor or subcontractors unless the Project Manager grants prior written approval.

141. MONUMENTS AND STAKES

Prior to starting work on site, Contractor shall hire a licensed surveyor to locate and stake, with a very visible temporary stake, all existing property corner markers, and survey monuments within the planned disturbance area of the project or within the right-of-way access to the project. Contractor shall not disturb any monuments or stakes until so ordered by the Project Manager. In case any monument or stake is disturbed by Contractor without orders from the City, Contractor shall pay the cost of the survey and other work required to relocate the same. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by the City may be ordered removed and replaced by a licensed surveyor at Contractor's expense. In such case, Contractor shall bear any expense to the City caused by improper location of the work.

142. PROTECTION OF THE ENVIRONMENT

Contractor shall satisfy all environmental quality standards imposed by law and take reasonable steps to minimize the environmental impact of the work. These environmental quality standards include, without limitation, noise control, air pollution control, water pollution control, and dust control. In addition:

- A. Contractor shall not burn any trash, rubbish, or other materials except in accordance with the provisions of Paragraph 10-8-2(b)(12), B.R.C. 1981.

- B. Contractor shall not pollute the water of any pond, lake, stream, ditch, or other water course on City property, as prohibited pursuant to Section 5-4-11, B.R.C. 1981.
- C. Contractor shall not deposit in any part of the water utility any substance or material that will injure or obstruct the utility or contaminate or pollute the water or obstruct the flow of water, as prohibited pursuant to Section 11-1-12, B.R.C. 1981.
- D. Contractor shall comply with the provisions of Chapter 11-3, B.R.C. 1981, regarding industrial and prohibited wastewater discharges.
- E. Contractor shall not discharge visible emissions from motor vehicles pursuant to Section 7-3-5, B.R.C. 1981.
- F. Contractor shall implement erosion control practices and stormwater best managements practices in accordance with Section 11-5-6, B.R.C. 1981.
- G. Contractor will comply with permits required to discharge groundwater to the storm drainage system in accordance with Section 11-5-8, B.R.C. 1981.

Should Contractor or its subcontractors fail to satisfy environmental quality standards, the City shall have the right to employ outside assistance, City employees, or a private contractor to provide control and clean up, as necessary. All such costs may be deducted from any payment due to Contractor or charged to Contractor directly.

143. NOISE CONTROL

Contractor shall comply with all provisions of Chapter 5-9, Noise, B.R.C. 1981. If Contractor believes that the work will violate these provisions, Contractor shall notify the Project Manager and shall also apply for a variance from the City's Environmental and Zoning Enforcement Division before beginning the work. A variance may be granted if it is found that compliance with these standards twill cause an undue hardship and it is found that:

- A. The activity, operation or sound source will be of temporary duration, and even with the application of the best available control technology cannot be done in a manner that would comply; and
- B. No reasonable alternative is available to the applicant.

If a variance is granted, reasonable conditions or requirements may be prescribed to minimize adverse effects upon the community or the surrounding neighborhood.

144. STORAGE AND REMOVAL OF CONSTRUCTION MATERIALS

Contractor shall routinely keep the work site and the surrounding premises free of accumulated waste materials and rubbish. Contractor shall provide adequate trash

receptacles about the site and shall promptly empty the containers when filled. Waste materials must be removed regularly to a suitable landfill or recycling facility. Volatile wastes shall be properly stored in covered metal containers and removed daily. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. If space is available, the Project Manager may designate a place on the site to collect debris, rejected materials and other waste materials. If such a place is designated, Contractor shall, at Contractor's sole expense, install fencing and whatever else is necessary to keep loose materials confined so that they are not scattered by wind. Contractor shall be liable for any damage caused by construction materials which have been scattered by wind. Contractor and all subcontractors are hereby notified of the frequent wind hazards of Boulder and waive any defense that wind gusts of high velocity could not be anticipated. Reusable construction materials such as concrete forms and scaffolding shall be neatly stacked by contractor when not in use. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage. Progress payments may be withheld if Contractor fails to maintain the work site in a clean, orderly, and safe condition.

Contractor shall re-use and recycle, to the greatest extent possible, the waste produced as a result of the project. Unless otherwise indicated or specified, existing materials and equipment removed as a part of the work shall become contractor's property. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of the City. Contractor shall store and protect salvaged items specified or indicated to be reused in the work. Salvaged items not to be reused in the work, but to remain the City's property, shall be delivered by contractor in good condition to the City as directed by the Project Manager or at the City Yards. Any items to be reused or salvaged that are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by contractor in kind or with new items. Contractor may, at its option, furnish and install new items in lieu of those specified or indicated to be salvaged and reused, in which case such removed items will become contractor's property. Existing materials and equipment removed by contractor shall not be reused in the work except where so specified or indicated.

145. EXISTING TRAVEL WAYS CONDITIONS DURING CONSTRUCTION

When reasonable and appropriate, equipment, tools, and materials shall be kept out of traveled ways such as streets, alleys, sidewalks, paths, and bike lanes. Equipment which may endanger vehicular traffic must be lighted and marked to warn motorists. No sand, gravel, rocks, mud, dirt, or other debris may be deposited upon any streets, alleys, sidewalks, paths, and bike lanes in violation of Section 8-2-10, B.R.C. 1981. If Contractor does not comply with this provision after receiving written notification, the City may have the debris removed and the costs of removal may be deducted from any payment to Contractor or charged to Contractor directly.

146. POST-CONSTRUCTION CLEANUP AND REPAIRS

At the completion of the work, Contractor shall remove all spots from floors, walls, ceilings, windows, and doors and, where necessary, refit windows, doors, and cabinet work.

Contractor shall also clean all window glass and all plumbing fixtures. Contractor shall make such minor repairs and alterations as may be necessary to make any building or structure ready for occupancy. Contractor shall replace all broken and scratched glass with material which complies with the contract documents. This Section 145 shall not apply after or to the extent that the City has taken possession of a building on which Contractor has performed work. On all street construction projects, Contractor shall conform the work to acceptable line and grade, as determined by the Project Manager. In addition, Contractor shall have the streets, alleys, sidewalks, paths, and bike lanes affected by the work swept clean of sand, gravel, rocks, mud, dirt or other debris by a street, alley, sidewalk, path, and bike lane cleaner when necessary, as determined by the Project Manager. The City will not authorize final payment until Contractor has removed all rubble and other debris from the street and adjoining work area.

147. CHANGES IN THE WORK MUST BE NOTED

Contractor shall maintain at Contractor's field office one copy of all drawings and specifications in good condition and immediately note thereon all changes made during the construction process. Any deviation between the drawings and specifications and the work actually done must be noted on this set of drawings, which should be referred to as the "as built" set of drawings. If Contractor performs work that is at variance with the plans and specifications, Contractor has the burden to prove to the City that it has provided work equally suited for the purpose and of equal value. All underground utility structures encountered or constructed in the process of doing the work shall be correctly located on the drawings and provide to the City electronic mapping files in a format approved by the City. When the work is completed, Contractor shall deliver this "as built" set of drawings and specifications to the Project Manager as a condition precedent to final payment.

148. DISPUTES BETWEEN CONTRACTOR AND THE PROJECT MANAGER

Contractor shall follow all instructions issued by the Project Manager. If Contractor requests clarification or interpretation of any contract documents Contractor shall notify the Project Manager in writing. The Project Manager shall issue a written response to Contractor within ten (10) days following Contractor's request. If the Project Manager fails to issue a written reply within ten (10) days after receipt of Contractor's request for interpretation, Contractor may suspend the portion of the work that is the subject of the dispute. Contractor shall be granted a time extension of one (1) day for each day following the suspension for which the Project Manager fails to issue a written resolution of the dispute if the entire work is suspended. However, if the suspension applies to only a part of the work, a time extension will not be authorized until the partial suspension has run and its effect on the entire contract can be evaluated. Contractor shall not work on any part of the work which is the subject of a dispute between Contractor and the Project Manager until the Project Manager issues a written notice to continue. If Contractor proceeds with work which is the subject of a dispute between the Project Manager and Contractor, and Contractor later must replace this work because the Project Manager determines that the work was not performed in accordance with the contract documents, Contractor shall bear all costs of removal and replacement of the non-conforming work.

ARTICLE II. BONDING, INSURANCE, AND TAXES,

201. BOND REQUIREMENTS

A performance bond and a labor and material bond is required of all Contractors for all Job Orders exceeding \$50,000. Such bonds shall be issued by a surety authorized by the State of Colorado and must be acceptable to City. City's acceptance shall not be withheld without reasonable cause. Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though Contractor shall require that its surety waives any requirement to be notified of any alteration or extension of time. Contractor's Labor and Material Payment Bond for the Project, if any, shall be furnished by City upon Subcontractor's written request. Bonds shall remain in force for the duration of the Job Order and for the two-year warranty period beyond the completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Payment and Performance Bonds. The performance bond and the labor and materials bond, in the full amount of any Job Order Contract price over \$50,000, are to be submitted using the attached as Form 1 and Form 2, respectively, and incorporated into each Job Order Contract by this reference. The bonds have been issued by a surety authorized by the State of Colorado to do business in Colorado and admitted in the State of Colorado with an A.M. best rating of A-VI or better and be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. If at any time a surety that has issued the performance bond or the labor and material bond becomes insolvent or the subject of bankruptcy proceedings or loses its right to do business in Colorado, another surety shall be required, which Contractor shall obtain within five (5) days after receipt of any form of notice of such event. In the event that there is a conflict between the City-approved bond form and any other contract entered into between Contractor and the surety on either the performance or the labor and material payment bond, the conditions stipulated in the City-approved bond form shall control. Contractor shall also notify the City immediately if the surety becomes insolvent or the subject of bankruptcy proceedings or loses its right to do business in Colorado pursuant to Section 805, Contractor Shall Notify the City of Certain Events. In the event that the Job Order price is increased due to a Supplemental Job Order, the City reserves the right to require Contractor to procure additional performance and labor and material payment bonds to cover the increase in the contract price. The City shall reimburse Contractor for the increased cost of such additional bonds, which will be added to the contract price by an executed Supplemental Job Order.

202. PERFORMANCE BOND

The performance bond is a guarantee for the faithful performance and completion of the work in strict accordance with the terms of this Contract. The performance bond is also a guarantee for the repair or replacement of all work found by the City to be defective or otherwise unacceptable during this Contract's performance time and through the guarantee period. *See* Article VI, Contractor's Warranty and Guarantee. With regard to design/build contracts, unless otherwise specified, the performance bond guarantees the faithful

performance and completion of all design work, as well as construction. The performance bond shall stay in effect during the guarantee period set forth in Section 601, Contractor's Warranty and Guarantee. The surety that executed the performance bond has waived any right to independent notice under this Contract if Contractor receives such notice and consents to any extension of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of this Contract by the parties or by their successors or assigns. In the event that the guarantee period for this Contract is extended pursuant to Section 617, Extension of the Guarantee Period and Additional Bond Requirements, past the original guarantee period, Contractor's performance bond shall cover automatically the extension of the guarantee period. If a product is used in the work and the product fails before the guarantee period (including extensions) has expired, Contractor must replace the defective product and guarantee the product during a new guarantee period for the same length of time as the original guarantee period, unless the defective product is the result of a design error caused by the City, or an architect, engineer, or Project Manager whom the City employed.

203. LABOR AND MATERIAL PAYMENT BOND

The labor and material payment bond guarantees that all those performing labor or furnishing materials, supplies, tools, and equipment under this Contract shall be paid. The surety that executed the labor and material bond has waived any right to independent notice under this Contract if Contractor receives such notice, and consents to any extension of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of this Contract or by the parties or by their successors or assigns.

204. INSURANCE POLICIES

Contractor shall procure and maintain, at its own cost, a policy, or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Section 204. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section 204 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any subcontractor of Contractor to procure and maintain the insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to this Section 204 for the statutes of limitation and repose. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Contractor shall obtain and maintain the minimum insurance coverages set forth below, unless specified otherwise in the Special Conditions. By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and / or prudent, maintain higher limits and / or broader coverages.

A. Insurance Coverages

1. ***Commercial General Liability – ISO CG 00001 or equivalent.
Coverage to include:***

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Broad Form Property Damage
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement, Completed Operations, ISO CG 2037 (7/2004 Edition or equivalent)
- The following exclusions are absolutely prohibited and shall not be included in Contractor’s policy if applicable to the work:
 - No exclusion for “third-party action over suits” or any similar restriction of coverage applicable to claims brought against others by an employee of Contractor or its Subcontractors
 - No damage to Work performed by Contractor exclusion (CG 22 94 or similar)
 - No residential or habitational exclusion or coverage limitation
 - No exclusion for EIFS (Exterior Insulation Finish System) or any similar exclusion applicable to the Work
 - No exclusion for subsidence, which is specifically prohibited for any work involving excavation, soil stabilization, earth retention, concrete, structural steel, landscaping, waterproofing, fire protection and plumbing.
 - No exclusion for low-level radioactive isotopes

2. ***Automobile Liability including all:***

- Owned Vehicles
- Non-Owned Vehicles
- Hired Vehicles

Automobile Liability Coverage endorsements CA9948 and MCS-90 are required if Contractor is transporting any type of hazardous materials.

3. ***Excess/Umbrella Liability***

- Excess of Commercial General Liability, Automobile Liability, and

Employers' Liability.

- Coverages should be as broad as primary.
- The City reserves the right to require higher limits.

4. *Workers' Compensation*

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)

5. *Installation Floater*

- "All Risk
- Faulty workmanship
- Labor costs to repair damaged work

6. *Contractors Pollution Liability/Environmental Impairment Liability*

The City requires this coverage whenever work at issue under this contract involves potential pollution risk to the environment or losses caused by pollution conditions including but not limited to asbestos, building enclosure systems, plumbing, roofing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes Microbial Matter, Mold, Fungi, or Bacteria and any work which will involve the use of hazardous materials that may arise from the operations of Contractor (and its subcontractors) described in Contractor's bid and specifications. Policy shall cover Contractor's completed operations. Such coverage shall be on an occurrence basis and include:

- Bodily Injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- Property Damage including natural resource damages, physical injury to or destruction of tangible property including resulting loss of use, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- Defense, including costs, charges and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.
- Cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).

7. *(If applicable) Professional Liability Policy*

For Contractor and any subcontractor of any tier that is providing any professional services, including but not limited to: design, architecture, engineering, testing, surveying, or design/build services, temporary

engineering, engineered excavations and shoring systems, post-tension supply, structured steel, specialized millwork that is performance specified, roofing or waterproofing systems, curtainwall, mechanical, fire protection systems, electrical, fire alarm systems.

Contractor and/or all subcontractors providing professional services shall provide and maintain Professional Liability Insurance coverage. Coverage shall include coverage for contractual liability. Contractor and subcontractors shall maintain for the statute of repose, following completion of the project. Any erosion of insurance limits required will be reinstated to the required amounts prior to commencing the contracted work and if during the contracted period claims are made against the design professional's policy the necessary reduction of available limits will be repurchased to the contractually required amounts.

B. Limits Required

Contractor shall carry the following limits of liability as required below:

1. ***Commercial General Liability***

General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Each Occurrence Limit	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

2. ***Excess/Umbrella Liability (as needed)***

General Aggregate Limit	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000

3. ***Automobile Liability***

Bodily Injury/Property Damage (Each Accident)	\$3,000,000
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4. ***Workers' Compensation***

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
Each Accident	\$ 2,000,000
Disease Ea. Employee	\$ 2,000,000
Disease-Policy Limit	\$ 2,000,000

NOTE: Independent contractors that do not carry Workers' Compensation are required to complete an independent contractor's form provided by the City.

5. ***Installation Floater/Builder's Risk***

For materials and equipment to be installed:
 Shall be written for 100% of the completed value (replacement cost basis)
 Deductible maximum is \$10,000.00
 Waiver of Subrogation applies on Installation Floater/Builder's Risk

6. ***Contractors Pollution Liability/Environmental Impairment Liability (as needed)***
- | | |
|-----------|-------------|
| Per Loss | \$1,000,000 |
| Aggregate | \$1,000,000 |

If Contractor's work includes remediation of asbestos or mold, then the minimum limits required shall be:

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000
Maximum allowable deductible, to be paid by Contractor	\$ 25,000

7. ***Professional Liability***
- | | |
|--|--------------|
| Each Claim | \$ 1,000,000 |
| Aggregate | \$ 1,000,000 |
| Maximum allowable deductible, to be paid by Contractor | \$ 25,000 |

205. ADDITIONAL INSURANCE REQUIREMENTS

Failure of Contractor to fully comply with these requirements during the term of this Contract may be considered a material breach of contract and may be cause for immediate termination of this Contract at the option of the City.

- A. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis (excepting Professional Liability).
- B. Contractor shall name **“The City of Boulder, its elected and appointed officials, directors, officers, employees, agents and volunteers”** as **additional insured** (“Additional Insured”) where commercially available.
- C. All policies of insurance shall be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the City.
- D. A Separation of Insureds Clause must be included in general liability policies.
- E. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At its own expense, Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the City a new certificate of insurance showing such coverage is in force.
- F. Contractor's insurance carrier shall possess a minimum A.M. Best's

Insurance Guide rating of A- VI.

- G. Commercial General Liability Completed Operations policies must be kept in effect for the statute of repose.
- H. Contractors Pollution Liability policies must be kept in effect for the statute of repose.
- I. Contractor, or Contractor's insurance broker, shall notify the City of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. Contractor shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.
- J. **The Certificate Holder shall be identified as: City of Boulder, P.O. Box 791, Boulder, CO 80306.**
- K. Contractor is responsible for any damage or loss to its own vehicles or equipment.
- L. The City and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
- M. Contractor and its insurers shall waive subrogation in favor of Additional Insured parties.
- N. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this contract by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

206. RISK OF LOSS OR DESTRUCTION OF THE WORK DURING CONSTRUCTION

Contractor shall bear the risk of any loss or destruction to the work at any time before the City issues a certificate of substantial completion pursuant to Section 613, Substantial Completion. Contractor shall bear any cost or expense arising out of the work, or from Contractor's actions, or from the action of the elements such as wind, flood, snow, hail, etc., or from ground water, or from subsidence or failure of subjacent support, or any other obstruction or difficulty which may be encountered in the work.

207. INSURANCE TERM

All required insurance in this Article II, except builder's risk, shall remain in effect for the statute of repose. In the event of non-renewal or cancellation of any insurance coverage, Contractor shall notify the Project Manager immediately and shall suspend work under this Contract until the City issues written instructions to proceed with the work.

208. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its directors, officers,

employees, elected and appointed officials and agents from and against all claims, damages, losses, obligations, demands, assessments, fines, penalties (whether civil or criminal), liabilities, costs, expenses, bodily and other personal injuries, damage to tangible property, of any kind or nature suffered or incurred by the City directly or indirectly arising from or related to: (i) any act or omission by contractor its employees, agents, subcontractors or its representatives or other parties for which contractor may be legally responsible in the performance of contractor's obligations under this contract, or (ii) any material breach in a representation, warranty, covenant or obligation of contractor contained in this contract. . These shall include without limitation reasonable attorneys' fees and costs of defense. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 208.

209. CITY SALES AND USE TAX

Contractor is deemed to be the consumer of the materials used in all construction projects in Boulder. Therefore, all tangible personal property used in the construction project is subject to the current City sales or use tax pursuant to Section 3-2-2, B.R.C. 1981. The City sales tax is imposed on all sales, rentals, leases, and taxable services used in the construction project. The City's construction use tax is imposed upon tangible personal property and taxable services purchased for construction use in the City whether purchased inside or outside of the City. Both non-residents and residents of the City engaged in a construction project in the City are liable to pay the City construction use tax. No credit will be given for taxes paid to another municipality. The general contractor is liable for the payment of the City's sales and use tax for the total project including tax due by its subcontractors.

210. STATE SALES AND USE TAX

Pursuant to Section 39-26-114, C.R.S., all materials to be incorporated into city projects are exempt from the RTD and State of Colorado sales and use taxes. Bids shall exclude these taxes. Bid Adjustment Factors shall consider federal excise taxes or state or local sales or use taxes. Contractor to account for all taxes and overhead as part of their Adjustment Factor(s).

ARTICLE III. TERM

301. CONSTRUCTION PROGRESS SCHEDULE

Contractor shall submit to the Project Manager a proposed construction progress schedule within five (5) days following the Job Order notice to proceed. The construction progress schedule shall be subject to the Project Manager's approval, which approval shall not be unreasonably withheld. The construction progress schedule shall comply with the specifications of the contract documents and shall be in the form of a graphic display indicating the proposed construction sequence for key elements of the work and the anticipated start and finish dates for each of the key elements. The schedule shall be coordinated with the critical times and dates contained in the contract documents. The City will use the construction progress schedule to monitor progress of the work. Contractor shall keep an

annotated copy of the construction progress schedule in Contractor's office. Contractor shall adhere to the construction progress schedule, subject to the other requirements of the contract documents and shall provide the Project Manager with a detailed and accurate update of the actual construction with its monthly application for payment and at regularly scheduled construction meetings. Acceptance of the updates or the making of any payment by the City does not constitute approval of any change in the construction progress schedule or other requirements of the contract documents, nor does it constitute or imply acceptance of any of the work. In addition to liquidated damages as provided in Section 306, Liquidated Damages, for failure to substantially complete the work in the time period required by this Contract, if Contractor fails to keep up with the construction progress schedule, as revised to reflect approved Supplemental Job Orders for time extensions, delays caused by Contractor, the City or the A/E, and delays caused by inclement weather, Contractor shall indemnify the City for all liability, loss or expense incurred by the City due to Contractor's failure to remain on schedule. If the City acknowledges that Contractor is off schedule and allows Contractor to continue the work or if the City accepts the work as meeting other contract specifications such forbearance or acceptance shall not limit any action the City may have against Contractor for failure to remain on schedule.

302. PERIOD FOR PERFORMANCE

The contract documents for each Job Order shall specify a time period for performance, which may be based on days excluding weekends and City holidays. Alternatively, completion may be required before a certain specified date. Each date or time period specified in the contract documents for each Job Order shall be deemed material to the performance of this Contract. The contract time for performance shall run from the date on which the Job Order Notice to Proceed is issued until the date specified for completion. Contractor must begin work no later than ten (10) days after the Job Order Notice to Proceed is issued. If Contractor fails to substantially complete the work within the allotted time, Contractor shall be liable for liquidated damages as set forth in Section 306, Liquidated Damages. Contractor acknowledges and agrees that the contract time for performance is a reasonable period in which to complete the work.

303. CONTRACT DAYS

A contract that specifies that construction will be completed within a certain number of consecutive calendar days contemplates that all days, whether weekend, holiday, or days of normal inclement weather will be included in the contract time. Unless the term "calendar days" is used, the term "day" shall refer to a day between Monday and Friday, excluding Saturdays, Sundays, or City-observed holidays.

304. SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or from 5:00 P.M. to 8:00 A.M., Contractor shall make prior arrangements with the Project Manager and receive written approval before the work commences, which approval shall not be unreasonably withheld. Such approval may be revoked by the Project Manager for good cause, including, without limitation, failure to maintain adequate equipment and lighting at

night for the proper implementation, control, and inspection of the work. If work is done without the Project Manager's prior approval and as a result the Project Manager is unable adequately to inspect the work, the work done during these periods of time may be declared defective, solely on the grounds that it was not properly inspected. No extra money will be awarded to Contractor by the City due to labor overtime or other increased costs of performing the work on Saturdays, Sundays, holidays, or at night, so long as such work was not caused by the actions or inactions of the City. If inspectors charge overtime or other incidental expenses for performing inspections on Saturdays, Sundays, holidays, or at night, Contractor shall be responsible to pay for all such charges and shall not be granted a contract price increase for such charges. However, Contractor will charge the "Other than Normal Hours" adjustment factor for work performed pursuant to this section.

305. TIME EXTENSIONS AND CONTRACTOR'S DELAY

Contractor specifically waives any and all claims against the City for monetary damages resulting from any hindrance or delay during the performance of this Contract that impede Contractor's performance, except those that qualify for an extension of contract time. Contractor may be granted a time extension as expressly provided below only with respect to any hindrance or delay that impedes its performance and is described in Subsections A, B, and C, for which the City will not claim actual damages. Contractor shall provide to the Project Manager written notice of any delays within three (3) days from the beginning of the delay. The written notice shall explain the cause(s) and the expected duration of the delay. Contractor shall file a written request for a Supplemental Job Order extending this Contract performance period within five (5) days after the period of delay has ceased. If Contractor fails so to notify the Project Manager of any such delay, Contractor shall be deemed to have waived any right to request a time extension and may be held in default on this Contract. All time extensions shall be made by written Supplemental Job Order. Extensions of time will be granted only to the extent that equitable time adjustments for affected activities exceed the total float along their paths. The Project Manager will grant time extensions, by written Supplemental Job Order, beyond the original schedule of performance for the following reasons only:

A. Suits, Delays by the City, Force Majeure, and Similar Events

1. A suit or other legal action against the City that causes a delay in the work, other than a suit or legal action asserted by Contractor, will entitle Contractor to an equivalent extension of time unless the period of such delay exceeds three (3) months. When such period is exceeded, the City will, upon a request by Contractor in writing, elect either to terminate this Contract or to grant a further extension of time, whichever shall at that time appear most advantageous to the City.
2. If a suspension of work or stop work order caused by a breach of a contract condition by the City or its agents or the negligence of the City or its agents occurs, which, in the opinion of the City, justified delay of Contractor's performance, then the City will grant a

reasonable time extension equivalent to the delay. Contractor has the burden to prove the events which caused each such delay and that Contractor made timely requests for time extensions pursuant to this section. Stop work orders due to improper work or otherwise due to Contractor's acts shall not be cause for extension of time.

3. If, in the City's reasonable opinion, Contractor's performance is delayed by acts of God, wars, epidemics, pandemics, or other causes beyond its control or anticipation, then, upon Contractor's written request, the City will grant a reasonable time extension equivalent to the delay. No such extensions shall be granted for delays caused by events within the control of Contractor, nor for delays which Contractor could have foreseen and avoided, prevented, or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays caused in whole or in part by Contractor itself, nor by its subcontractors or suppliers, including without limitation, freight carriers, nor for any delays caused by labor unrest. In all instances, Contractor shall use its best efforts to minimize the length of delay. Contractor shall have the burden to prove the events which caused the delays, and that it made timely requests for time extensions pursuant to this section. This paragraph (3) shall not govern cases where the work is suspended for the City's convenience by written Supplemental Job Order. Such cases will be governed by Section 803, Suspension of Work for the City's Convenience.

B. Changes in Specified Work

If the volume of specified work, measured in dollars, is increased by written Supplemental Job Order over the total value shown in Contractor's bid proposal at the time that this Contract is awarded, Contractor may be granted an extension proportionately equal to the increase in total value, if Contractor requests a time extension in writing within twenty-one (21) days after service of the change order. If a change order requires work more complex or more difficult than that originally specified and shown on the plans and specifications and such work requires more time to execute than the proportional increase in dollar value, Contractor may be granted a further time extension if Contractor requests such extension in writing within twenty-one (21) days after service of the change order.

C. Excusable, Inclement Weather

1. If Contractor believes that a contract extension should be granted due to delays caused by excusable, inclement weather, it may request a contract extension in writing from the Project Manager. The Project Manager shall thereon grant -- subject to the provisions of Subsection (4) below -- an extension equal, in the Project

Manager's reasonable opinion, in duration to the delay, if any, that was caused by excusable, inclement weather.

2. The contract time will be extended for as many calendar days in excess of the allotted number of days of excusable, inclement weather, as set forth in Subsection (4) below, as Contractor is prevented by excusable, inclement weather, or conditions resulting immediately therefrom, from proceeding with an activity on the critical path of the Project Construction Schedule.
3. Excusable, inclement weather is snowfall, rainfall, freezing temperatures or excessive wind conditions, the degree or duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by Contractor, as determined from U.S. Weather Bureau records for the location closest to the site or the work for the preceding 10-year period. No extensions of contract time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.
4. Contractor shall include in its construction schedule the following anticipated number of calendar days lost due to adverse weather conditions for each month based on National Oceanic and Atmospheric Administration (NOAA) data for the Boulder area: Jan. 7; Feb. 4; Mar. 4; Apr. 4; May. 6; June 3; July 4; Aug. 2; Sep. 3; Oct. 3; Nov. 2; Dec. 5.

No extension of the contract time limit due to excusable, inclement weather will be considered by the City until after the number of days of excusable, inclement weather allocated to the construction schedule up to the time in question has been reached. No reduction in contract time shall be made if the allocated number of days of excusable, inclement weather is not reached.

306. LIQUIDATED DAMAGES

Time is of the essence for every time period set forth in this contract. Except for delays specified in Section 305, Time Extensions and Contractor's Delay, if Contractor fails to perform the work within the time limit set forth in the Job Order, or as adjusted by written Supplemental Job Orders, Contractor shall be liable to the City for liquidated damages, not as a penalty, for the amount set forth in the contract agreement for each and every calendar day that substantial completion of the work is delayed. The City may extend the contract period for performance without impairing its right to collect liquidated damages. The City shall have the right to deduct liquidated damages from any amount due, or that may become due, to Contractor, or to collect such liquidated damages directly from Contractor or the surety. The City has the option to enforce liquidated damages or to waive such damages.

Liquidated damages are intended only to apply to Contractor's delay in performance and are intended to compensate the City for additional City personnel efforts in administering this Contract after normally scheduled completion dates, and for City government and citizen inconvenience, lost opportunities, and loss of confidence in government and morale of government when work is not completed on time. Such damages are uncertain in amount and difficult to measure accurately.

By executing this Contract, Contractor agrees that the liquidated damages specified in the contract documents are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the City for extra costs which the City may become obligated to pay on other contracts that were delayed or extended because of Contractor's failure to complete the work within the contract time. Should the City incur such additional costs due to delays or extensions to other contracts resulting from Contractor's unexcused failure or delay in performing this Contract, as extended, the City will assess these extra costs against Contractor in addition to the stipulated liquidated damages. In addition, liquidated damages are not intended to cover attorney's fees and costs incurred by the City in any action involving Contractor nor any other actual costs that do not result directly from Contractor's delay in performance. In order to recover liquidated damages, the City is under no obligation to prove the actual damages sustained by the City due to Contractor's delay in performance. In addition, Contractor shall pay interest, which shall accrue on liquidated damages from the date on which such damages arise, at the average rate earned by the City on its invested funds during the quarterly fiscal period prior to the period during which the interest was accrued. Liquidated damages shall be incurred in the amount calculated by the Project Manager as set forth in the JOC Special Conditions Section 9 Table and in this Contract, but in no case less than \$1,000 per day for each calendar day the project is incomplete beyond the substantial completion date specified herein.

ARTICLE IV. CHANGE IN CONTRACT TERMS

401. RIGHT TO CHANGE WORK

The City may order changes by addition, deletion, or modification of the work at any time without invalidating this Contract. The City reserves the right to contract with any person or entity other than Contractor for any or all extra work authorized by change orders. In the event that the City contracts with a person or entity other than Contractor for such extra work, the City shall be responsible for coordinating the efforts of Contractor and the other person or entity, in order to avoid, insofar as practicable, any interference with Contractor's work.

402. DIFFERING SITE CONDITIONS

Contractor shall promptly, upon discovery, and before the conditions are disturbed, provide written notice to the Project Manager of any subsurface or latent physical conditions at the site that differ materially from those indicated in the drawings and specifications issued by the City, or unknown physical conditions at the site of an unusual nature that differ materially from those ordinarily encountered and generally recognized as being inherent in work of the

character provided for in this contract or that could have not been determined at the required pre-bid site investigation.

The Project Manager shall investigate the site conditions promptly after receiving the notice. If the conditions do so materially differ as to cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, then the contract price shall be equitably adjusted by a change order as provided in this Article IV upon claim by either party and made within five (5) days after the conditions first become apparent. If Contractor disputes the change order price, Contractor may appeal pursuant to Section 409, Contract Grievance Appeal Procedure. Contractor shall have the burden to prove that actual conditions under the surface or in an existing building vary materially from those shown in the contract documents and/or that the differing site conditions could not have been discovered at the required pre-bid site investigation.

No request by Contractor for an equitable adjustment to this Contract for differing site conditions shall be allowed if made after final payment under this Contract.

403. FIELD ORDERS

By field order, the form of which is attached as Form 5, the Project Manager or Project Inspector may make minor changes within the scope of the work as long as such changes are reasonable. Contractor is not entitled to extra compensation for such minor changes which are within the scope of this Contract nor is a change order required. Such changes shall be effected by written field order and shall be binding on the City and Contractor. Contractor shall carry out such written orders promptly.

404. SUPPLEMENTAL JOB ORDERS

A Supplemental Job Order is a written order from the Project Manager, issued after the execution of this Contract, authorizing a change in the work and a related adjustment in the Job Order price or the Job Order time.

Only the Project Manager is authorized to sign a Supplemental Job Order. Any Supplemental Job Order signed by both the Project Manager and the Superintendent or any other representative of Contractor shall be considered a part of this Contract and subject to every term and requirement of the contract documents. A Supplemental Job Order that changes the contract price must be signed by both the Project Manager and the City Manager or the City Manager's delegate in the Purchasing Division. No Supplemental Job Order shall be issued that causes the aggregate amount due Contractor under this contract to exceed the original contract price unless the City provides Contractor with a written assurance that funds sufficient to cover the cost of the change have been lawfully appropriated. Any waiver of any general condition may be made only by written amendment to this Contract. It is Contractor's duty to notify the surety that issued the bonds required by Section 201, Bond Requirements, of any changes affecting the general scope of the work or change in the contract price and, if requested by the City, to increase the amount of the bonds accordingly.

If the Project Manager determines that a Supplemental Job Order requires Contractor to do

work that is a substitute for other work originally called for in the bid proposal, and if the Project Manager determines that the Supplemental Job Order does not require Contractor to use substantially more materials or labor than were originally called for in the bid proposal, then, and to that extent, the Project Manager shall not allow Contractor extra compensation. Contractor shall have the right to dispute the Project Manager's determination.

405. CHANGE IN THE CONTRACT TIME

If Contractor believes that a Supplemental Job Order will significantly affect the contract schedule of performance and require Contractor to spend more time on the project than was earlier anticipated, Contractor shall submit a written request to the Project Manager for a time extension within ten (10) days after service of the Supplemental Job Order. Such requests for time extensions shall be evaluated as set forth in Section 305, Time Extensions and Contractor's Delay, Paragraph B.

406. CHANGE IN THE CONTRACT PRICE

If any instruction of the Project Manager or any condition of the work appears to Contractor to require a change in the work for which Contractor should receive extra compensation, Contractor shall make a written request to the Project Manager for a Supplemental Job Order. Except for claims by Contractor arising from design error which is caused by the City or an A/E hired by the City or an agent or employee thereof, no extra compensation shall be authorized for work performed more than ten (10) days before a written request for a Supplemental Job Order is received by the Project Manager. The Supplemental Job Order may reflect the agreement of Contractor and the City to a contract price adjustment for the change. On unit price contracts, the Supplemental Job Order shall indicate the unit prices that apply. The cost or credit to the City resulting from a Supplemental Job Order shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data;
- B. By unit price adjustments as determined in Section 502, Unit Prices and Altered Quantities; or
- C. By actual costs as determined in Section 408, Extra Work.

407. ELIMINATED ITEMS

After the execution of this Contract, should any item contained in Exhibit B, the bid proposal, be found unnecessary for the proper completion of the work, the City will by change order eliminate such item from this Contract, and reduce the contract price insofar as is possible, according to the prices set forth in the bid proposal. If any Supplemental Job Order shall cause the loss of any work or materials already furnished by Contractor under the terms of the original contract, Contractor shall be reimbursed for the actual cost of such work, and the net cost of salvaging such materials. The City may purchase any such materials at the actual cost to Contractor. However, Contractor shall be awarded transportation, storage, installation, and salvage costs which have been incurred for eliminated items, provided

Contractor can provide invoices or receipts or other evidence that such costs were incurred by it.

408. EXTRA WORK

Contractor may be called upon to perform extra work that is not provided for in this Contract, but which is essential to the satisfactory completion of this Contract or is found desirable to include in this Contract because of timing, mobilization, or other factors. Any extra work authorized by the Project Manager shall be compensated for and performed under the general provisions of this Article IV or by mutually satisfactory negotiation, whichever the City deems most appropriate. Once an agreement has been reached between Contractor and Project Manager, the Project Manager may issue a Work Directive, the form of which is attached as Form 3, authorizing Contractor to proceed with the extra work. Work Directives shall serve as the basis for negotiating subsequent Supplemental Job Orders.

Should any oral or written order or instructions appear to Contractor to involve extra work for which, in its opinion, it should receive extra compensation and/or time extension, Contractor shall, within ten (10) calendar days of receiving the order or instruction, submit a written request for extra compensation to the Project Manager. This written request should include the costs for which Contractor feels it should be compensated. If a request is not made within this time period, Contractor shall waive any right to compensation and/or time extension for the extra work. No extra work shall be performed by Contractor until approved by the Project Manager.

In the event the parties cannot agree on compensation for the extra work, compensation will be paid on a time and materials basis as follows:

A. Labor

Contractor shall receive the rate of wage agreed upon in the bid proposal for all labor employed in performing the extra work. If the extra work requires labor for which the rate of wage was not earlier established in the bid proposal, but for which the parties reach agreement concerning the rate of wage, Contractor will receive the rate of wage agreed upon in writing before beginning the extra work. If the City and Contractor are unable to agree upon an acceptable rate of wage before beginning the extra work, Contractor shall perform the work and will be paid at the hourly rates as certified by payroll records, plus 50%. The certified payroll record shall include the employee's hourly rate and all fringe benefits resulting from collective bargaining units (trade unions). The 50% loading factor shall not be applied to the fringe benefits but is intended to compensate Contractor for such items as overhead, bonds, insurance, taxes, and profit. Only the employees directly involved in the extra work shall be included in this calculation. Project superintendents or supervisors, who generally direct the extra work, but who have overall project responsibilities, shall not be included. This paragraph addresses only the cost of labor for employees of

Contractor. If Contractor must subcontract out all or a portion of the extra work, reimbursement for those expenses is addressed in paragraph D, below.

B. Materials

For materials accepted by the City and used in the work, Contractor shall receive the actual cost of such materials, including transportation charges (exclusive of equipment rentals as set forth in paragraph C, below). Contractor shall furnish invoices to the City for all materials used and the cost of transporting the materials to the site. If the materials used in performing the extra work are taken from Contractor's stock, then in lieu of invoices Contractor shall furnish an affidavit, certifying that such materials were taken from its stock, that the quantity claimed was actually used in the work, and that the price and transportation claimed represent the actual cost to Contractor. Contractor shall be paid an additional fifteen percent (15%) of the sum of all materials used to cover overhead and profits, unless otherwise agreed by the parties.

C. Equipment Rental Rates

Contractor shall be paid according to rental rates agreed upon by the parties in writing before the extra work is begun for any machinery or special equipment (other than small tools) necessary for performing the extra work. The rental rates shall include fuel, lubricants, and the costs of transporting the special equipment to the site. Equipment rates shall be charged only for the time the equipment is operating. Standby time shall only be paid when the Project Manager determines the equipment is needed at the site, even though it is not operating. Non-listed equipment needed for specific jobs will be paid for at hourly rates for operating time only if agreed to in writing before the work begins.

D. Other Miscellaneous Expenses

Contractor shall be reimbursed for the actual cost of other services or expenditures that the parties agree are necessary to complete the extra work, including, without limitation, use of materials testing laboratories, employment of design professionals and surveyors, bond premiums, and any other cost directly related to accomplishment of the extra work but not provided for in other categories in this section. Additional allowance shall not be made for overhead, general superintendence, the use of small tools, further profit, or any other cost for which no specific allowance is provided herein.

E. Sales and Use Taxes

Contractor shall charge and pay to the City all sales and use taxes which accrue from the extra work. Contractor shall not receive final payment for the extra work until Contractor pays all applicable sales and use taxes.

409. CONTRACT GRIEVANCE APPEAL PROCEDURE

If Contractor disputes any decision made by the Project Manager, Contractor may appeal such decision informally to the City Manager. If the City Manager denies such appeal or does not respond to the appeal within fifteen (15) days after receiving it, Contractor shall be required to submit a formal notice of intent to claim pursuant to Section 410, Notice of Intent to Claim.

410. NOTICE OF INTENT TO CLAIM

If after receiving a decision from the Project Manager that a Supplemental Job Order will not be issued as requested by Contractor, or Contractor does not agree with the Project Manager's decision on a change in price or time or Contractor disputes any decisions of the Project Manager and Contractor intends to submit a claim therefor, Contractor shall submit in writing a notice of intent to claim to the City Manager.

The written notice of intent to claim shall be clearly titled as such and all notices shall be numbered sequentially. The notice shall contain the following:

- A. Date of the event giving rise to the claim.
- B. A description of the claim.
- C. The reasons why Contractor believes additional compensation is due, additional time should be permitted, or charges were wrongly assessed.
- D. An estimate of any additional costs associated with the claim.
- E. Contractor's plan for mitigating costs or delays associated with the claim, if mitigation is feasible, or an explanation as to why mitigation is not feasible.

The notice of intent to claim described above shall be submitted within ten (10) days after denial of any request for a change in the contract amount or contract time or within ten (10) days after an informal appeal pursuant to Section 409, Contract Grievance Appeal Procedure is denied or deemed to be denied pursuant to that Section.

411. SUBMITTAL OF CLAIM

Contractor shall, within twenty (20) days after it submits a notice of intent to claim, submit to the City Manager a complete and itemized claim that includes any claimed increase in contract time and contract amount. Contractor may request an extension of time to submit the claim, which extension may be granted by the City Manager for good cause shown. The claim must be described in sufficient detail to allow the City Manager to evaluate the basis of and costs associated with said claim. A claim for increase in contract amount shall be submitted based on actual costs whenever possible, rather than estimate or opinion, and shall be supported by invoices, timecards, and other business records commonly accepted in the construction industry. The claim shall be accompanied by copies of all contract

provisions or other documents relied on and a summary of the factual theories supporting the claim. A claim for time extension must be accompanied by a revised construction schedule reflecting the effects of the delay on the critical path and showing actions that Contractor has taken or proposes to take to minimize the effects of the delay. The claim shall also identify any reasonable measures the City can take to minimize the claim.

Contractor shall furnish upon request all additional information and data that the City reasonably determines would be needed to aid in resolving the claim through negotiation or that is required to complete an evaluation of the claim. Contractor shall give the City Manager access to its books, correspondence, records, and other materials relating to the work described in the claim, shall require its subcontractors and suppliers to provide the City with such access, and shall make its personnel and that of its subcontractors and suppliers available to discuss and answer cost, schedule and other questions related to its claim. Clear copies of all necessary supporting records shall be provided to the City at no cost. Failure to submit requested information may be the basis for denial of a claim; provided, however, the City may not deny a claim on the basis of incomplete information if Contractor can convincingly demonstrate that the missing information is in the possession of a subcontractor or supplier, and, despite Contractor's diligence efforts, the subcontractor has failed or refused to provide Contractor with the information.

Contractor shall submit with its claim a sworn and notarized certificate that:

- A. The claim is made in good faith;
- B. All supporting data are reasonably accurate and complete to the best of Contractor's knowledge and belief as of the time of submitted by Contractor;
- C. The amount requested is not overstated or inflated and fairly and accurately reflects that contract adjustment for which Contractor believes the City is liable; and
- D. To the best of Contractor's knowledge and belief, the prices stated for material and equipment are the lowest reasonably available to Contractor and include all available discounts.

If Contractor is an individual, the certification shall be executed by that individual. If Contractor is not an individual, the certification shall be executed by (i) a senior company official in charge of the work performed under this contract; or (ii) an officer or general partner of Contractor.

The City Manager or their designee shall in good faith investigate, review, and evaluate the claim and make a determination. Such determination shall normally be made in writing within thirty (30) days of receipt of a completed and fully documented claim; however, if special circumstances exist or the claim is unusually complex, Contractor will be notified of a longer period not to exceed sixty (60) days.

Contractor shall proceed diligently with performance of this contract, pending final resolutions

of any claim made under this Section 411, and shall comply with any reasonable decision of the City pending final resolution of the claim. Failure to proceed with the work shall be grounds for suspension or termination of this Contract.

If Contractor agrees with any determination or resolution by the City requiring a change in contract time or amount, it shall be processed as a Supplemental Job Order.

Failure to meet any of the requirements of this Section in a timely and complete manner shall constitute a waiver by Contractor of any right to adjustments of contract time or amount either by administrative review or by any other action at law or equity.

ARTICLE V. PAYMENT

501. CONSIDERATION (THE CITY'S PROMISE TO PAY)

The City shall pay Contractor only for the contract price as set forth in this Contract, and for additional price adjustments authorized by Supplemental Job Orders. The City shall take all necessary action to ensure that sufficient funds are appropriated for all work performed by the construction manager.

502. UNIT PRICES AND ALTERED QUANTITIES

If payments for portions of the work are based on specially identified units of construction rather than on a lump sum price, this Contract is referred to as a unit price contract. The number of units of any specific designation set forth in the proposal is an approximation and may not correspond to the number of units actually completed. When the accepted quantities of work vary from the quantities in this Contract, Contractor shall be paid, so far as contract items are concerned, at the contract unit prices for the accepted quantities of work done. Contractor shall also set forth unit prices in all subcontracts to which they apply.

503. PROGRESS PAYMENTS FOR COMPLETED WORK

Before Contractor submits its first application for payment, the form of which is attached as Form 6, for a lump sum or cost-plus contract, Contractor shall submit to the Project Manager a schedule of values allocated to the various portions of the work, subject to the Project Manager's reasonable approval. For portions of the work based on unit prices, the unit prices shall serve as the schedule of values. This schedule shall be used only as a basis for Contractor's application for payment. Contractor shall submit a signed written statement of the total value of the work completed, together with such data or schedules as may be required, at the end of each month to the Project Manager as an application for payment. The application shall be accompanied by a copy of Contractor's current construction progress schedule with those shop drawing schedules, procurement schedules and other data specified for periodic submission in the Special Conditions or reasonably required by the Project Manager. The Project Manager shall, within five (5) days, either recommend payment or return the application to Contractor indicating in writing the reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the application. The City shall, within thirty (30) days of presentation to it of an acceptable application for payment, pay Contractor the amount

recommended by the Project Manager. Contractor shall receive progress payments for work authorized by change orders as Contractor completes such work. Ninety-five percent (95%) of the calculated value of completed work shall be paid. Pursuant to Section 2-8-9(e), B.R.C. 1981, the City may include other retainage provisions in contracts not covered by state law. All of the funds that have been retained pursuant to this Section 503 shall be retained until the work is completed and finally accepted by the City. Contractor warrants that it shall pay each subcontractor promptly upon receipt of payment from the City the amount to which the subcontractor is entitled. Notwithstanding anything to the contrary, Contractor shall not be required to pay a subcontractor or supplier that has not performed in accordance with its subcontract or purchase order. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to the subcontractor's sub-subcontractors in similar manner. The City may furnish to each subcontractor information regarding the percentages of completion or the amounts applied for by Contractor.

504. PROGRESS PAYMENTS FOR MATERIALS

The paid invoice price of materials and equipment delivered to the construction site but not yet incorporated in the work may be included as a part of progress payments. Any payment for materials is conditioned upon Contractor's furnishing to the City adequate information to establish the City's title to such materials or otherwise protect the City's interest, including without limitation applicable insurance and transportation to the site for those materials. By submission of a request for a progress payment, Contractor warrants that title to all materials and equipment covered by application for payment will pass to the City either by incorporation in the construction or upon receipt of payment by Contractor, free and clear of all liens, claims, security interest, and encumbrances. Contractor further warrants that no such materials or equipment will be subject to an interest or encumbrance of the seller of such materials or equipment. Payment by the City for such materials and equipment shall not relieve Contractor of responsibility for the care of such materials and equipment, and the City does not assume ownership of the materials or equipment until they are incorporated into the completed work and the certificate of substantial completion is signed by the City and Contractor.

505. PROGRESS PAYMENTS TO SUPPLIERS AND SUBCONTRACTORS

Contractor shall make partial payments of the amount due to each of Contractor's suppliers and subcontractors in the same manner as the City is required to pay Contractor under Section 503, Progress Payments for Completed Work, provided that the suppliers and subcontractors are performing to Contractor's satisfaction. If the City is notified that Contractor is in arrears in payments to Contractor's suppliers or subcontractors, the Project Manager shall notify Contractor and determine why such funds are being withheld. If the Project Manager determines that no legitimate basis exists for Contractor's withholding of such payments, the City may, five (5) days after the mailing of written notice to Contractor, make such payments directly to Contractor's suppliers or subcontractors from funds which otherwise would be due to Contractor, unless Contractor objects to such payments within said five (5) day period, and provides reasonable documentation to support its position.

506. DISPUTE RETAINAGES

In addition to the retainages set forth in Section 503, Progress Payments for Completed Work, the City may retain up to one hundred percent (100%) of any disputed line item or portion thereof included in progress payments for any unsatisfactory performance of the work, including without limitation:

- A. Failure to repair or replace defective work.
- B. Claims filed against Contractor, or reasonable evidence indicating that claims may be filed against Contractor.
- C. Failure of Contractor to make adequate payments to subcontractors or suppliers for labor or materials.
- D. Failure to obtain necessary permits or licenses, or to comply with applicable laws, ordinances, codes, rules, or regulations, unless such noncompliance is due to reasons beyond the control of Contractor, or due to acts of the City or an A/E hired by the city, or agents or employees thereof.
- E. Failure to satisfy affirmative action and equal employment opportunity requirements.
- F. Failure to maintain an adequate rate of progress.
- G. Failure to maintain Contractor's portion of the work in a clean and orderly manner.
- H. Failure to repair or replace City or private property damaged during the progress of the work.
- I. A reasonable doubt that this Contract will be completed for the balance of the contract price then unpaid.
- J. As a set off for amounts due to the City, whether liquidated or unliquidated, including, without limitation, liquidated damages as provided by this Contract.
- K. Collusion with other bidders in preparing the bid.

If the reasons for such retainage no longer exist, the City shall make payment to Contractor of the sums withheld pursuant to this Section, subject to the amounts required to be retained pursuant to Section 503, Progress Payments for Completed Work.

507. PAYMENT OF CITY SALES AND USE TAXES

There are two options for payment of City sales and use taxes: Estimated Percentage Basis or Monthly payments for holders of a City sales tax license. If Contractor selects the second

method to pay sales and use tax, Contractor and all the subcontractors, after the bid is awarded, must obtain a Boulder Sales and Use Tax License from the City Sales and Use Tax Division, pursuant to Section 3-17-3, B.R.C. 1981.

A. Estimated Percentage Basis

For any contract in which the contract price is \$50,000 or more, Contractor shall pay City construction use tax based upon the following percentages:

Type of Contract	Percentage of Contract Amount to Which Tax Is Applied
Building construction, landscape installation, playground installation and construction	50 percent
Construction in the City's right-of-way; sewer or water line installation or rehabilitation	30 percent

For such contracts, Contractor shall pay the construction use tax to the City based on the contract price at the time it applies for a building or right-of-way permit. Payment of the sales and use tax at this time will give Contractor proof that tax has been paid and therefore, prevent duplicate payment of taxes to suppliers.

At the time that Contractor applies for final payment it must submit to the Lead Sales Tax Auditor ("auditor") for the City the "Payment of Boulder Sales and Use Tax" election, the form of which is attached as Form 9. The auditor will determine the total amount paid by the City for the work under this Contract, which includes all work performed pursuant to a change order and compute the total use tax due based on the above percentages. After the total tax payment is received by the City's Sales and Use Tax Division, it will approve Form 7. At this point Contractor may request an audit by the City in accordance with Section 509, Sales, and Use Tax Audits, rather than paying using the percentage method. Depending upon the determination of the City's auditor, Contractor will either be refunded use tax by the City or pay the City additional use tax.

For any contract in which the contract price is under \$50,000, Contractor may pay all estimated sales and use taxes due on the work based upon the contract price at the time that this Contract is executed. The tax due under this procedure will be the rate in effect during the term of this contract multiplied by fifty percent (50%) of the contract price for building

construction, landscape installation, playground installation and construction and (30%) for construction in the City's right-of-way, sewer or water line installation or rehabilitation.

B. Actual Basis on Monthly Return

If Contractor elects to obtain a Boulder Sales and Use Tax License from the City Sales and Use Tax Division, pursuant to Section 3-17-3, B.R.C. 1981, Contractor shall pay the actual use tax due by the 20th day of each month for each purchase of tangible personal property and payment of taxable services made during the previous calendar month. Contractor shall be granted a credit for Boulder sales taxes paid to a vendor, if any, upon purchase of tangible personal property or taxable services when filing this monthly return, but not for taxes paid to other municipalities. Contractor shall retain a copy of each monthly report as evidence that sales and use taxes have been paid. Under this method, Contractor shall cause each of its subcontractors and suppliers to obtain a Boulder Sales and Use Tax license and to pay the actual sales and use tax which it owes by the 20th day of each month. Contractor shall be liable for the payment of all sales and use taxes which any of its subcontractors or suppliers fails to remit to the City. The permit pulled for this form of payment will not show that Boulder use tax has been paid therefore, by using this form of payment Contractor and its sub-contractors will not have the protection from duplicate taxation. The City will audit the project at completion and will not give credit to taxes paid to other municipalities.

If additional information is required, please contact the City's Sales and Use Tax Division at 303-441-3288.

508. PAYMENT OF CITY SALES AND USE TAXES FOR CHANGE ORDERS

Contractor is responsible for payment of all City sales and use taxes paid on authorized additional work authorized by any change order, as well as on any extra work.

509. SALES AND USE TAX AUDITS

In the event a contractor requests a tax audit, the City's auditor will request the following from Contractor and Contractor shall provide this information:

- A. List of all subcontractors and the related information from Contractor.
 - i. Type of work performed;
 - ii. Contract amount; and
 - iii. Name, address, phone, and contact person for Contractor.
- B. A copy of the general contractor's job cost reports and related invoices, as

well as additional information which may be requested.

- C. The auditor will contact all of the subcontractors by letter requesting job cost information. As a part of the letter to subcontractors, the auditor will request detailed information regarding the materials billed to Contractor.
- D. Subcontractors will complete Contractor's letter and return it to the auditor. Rental of equipment is taxable as a cost of the construction project.

If additional information is required, please contact the City's Sales and Use Tax Division at 303-441-4192.

510. REQUIREMENTS FOR FINAL PAYMENT

Contractor shall not receive the final payment due under this Contract until the following conditions have been satisfied and the correct forms or certifications have been submitted to the Project Manager:

- A. Contractor passes final inspection, and the Project Manager formally accepts the work in writing, the form of which is attached as Form 8.
- B. The City Sales and Use Tax Form is completed, submitted, and signed by the Lead Sales Tax Auditor for the City. If additional information is required, please contact the City's Sales and Use Tax Division at 303-441-4192.
- C. Either (1) Contractor files claim releases signed by all suppliers and subcontractors with the Project Manager certifying that all outstanding claims for payment have been paid, the form of such certification being attached as Form 10; or (2) Contractor files conditional claim releases signed by all suppliers and subcontractors from which it has not obtained unconditional claims release and agrees to give the City within ten (10) days after final payment unconditional claims releases from each such subcontractor or supplier or copies of canceled checks showing that each of these subcontractors and suppliers has been completely paid.
- D. The surety on the labor and material bond signs the surety release, the form of which is attached as Form 12.
- E. Contractor obtains written certification from the surety that final settlement may be made with Contractor and that the performance bond shall be in effect throughout the guarantee period.
- F. Contractor has given the Project Manager the copy of the contract documents and the as-built drawings that reflect all changes in the work.

511. FINAL PAYMENT PROCEDURE

Prior to receiving final payment, Contractor shall make application for final payment

following the procedure for progress payments set forth in Section 503, Progress Payments for Completed Work. The application for final payment shall contain a final estimate of the total value of all work done under this Contract. This shall include all extra work performed pursuant to change orders. All prior estimates and payments shall be subject to correction in the final estimate and payment. However, in the absence of error, manifest mistake, or fraud, all estimates, when approved by the Project Manager, shall be conclusive evidence of the work done and materials furnished. Prior to final payment the Project Manager will inspect the work and review the application for final payment to determine whether Contractor has fulfilled its obligations under this Contract. The Project Manager will, within five (5) days of receipt of the application for final payment, give written notice to Contractor that the work is acceptable or return the application for final payment indicating in writing the reasons for refusing final payment in which case Contractor shall make the necessary corrections. After making the necessary corrections Contractor shall resubmit its application for final payment, which shall be reviewed as outlined above, along with the Affidavit That All Claims Are Satisfied, the form of which is attached as Form 11. Final payment shall not be made to Contractor until the City advertises a notice of final settlement at least twice in a newspaper of general circulation in Boulder County at least ten (10) days prior to the date of final settlement, pursuant to Section 38-26-107, C.R.S. If no claims are filed before final settlement and if the sureties consent by executing Form 10, the City shall pay the advertised amount to Contractor, after deducting all payments previously made to Contractor under this Contract and all other charges properly chargeable to Contractor under the terms of this Contract.

512. PROCEDURE FOR WITHHOLDING ALL OR PART OF FINAL PAYMENT

The City is required to comply with Section 38-26-101, *et seq.*, C.R.S. This statute generally allows a supplier or a subcontractor to file a verified statement of claim, upon which the City is required to withhold funds from Contractor as set forth in the statute. Further, the statute allows unpaid subcontractors and suppliers who have filed verified statements of claim to file a notice of *lis pendens* with the City, in which event the City must continue to withhold amounts from Contractor longer than ninety (90) days after the date of final settlement.

513. WAIVER OF CLAIMS UPON FINAL PAYMENT

The acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the final application for payment. The making of final payment shall constitute a waiver of all claims by the City excepting those arising from:

- A. Unsettled liens;
- 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; or

- E. Claims for contribution or indemnification as provided by the contract documents.

ARTICLE VI. CONTRACTOR'S WARRANTY AND GUARANTEE

601. CONTRACTOR'S WARRANTY AND GUARANTEE

Contractor's guarantee shall continue for a period of two (2) years after the date of substantial completion, notwithstanding the warranty period of any product which may be incorporated into the work which would otherwise expire before the expiration of this two-year warranty period.

Contractor warrants and guarantees to the City that all materials and equipment will be new, unless otherwise specified, suitable for the purpose intended and will be of the highest quality, new, merchantable, and fit for the purpose for which they are intended, and that the work will be performed using the best skills and workmanship to provide a project of the highest quality. Contractor also warrants and guarantees that the workers who perform the work will be sufficiently skilled to produce a high-quality product that is free of faults or defects, including blemishes (surface defects) and flaws (internal defects), and in accordance with the requirements of the contract documents and of any inspections, tests or approvals required.

Contractor further warrants that it has full title to all equipment, components and other items conveyed to the City under the terms of this contract, that its transfer of such title to the City is rightful and that all such equipment, components and other items shall be transferred free and clear from all security interests, liens, or encumbrances, whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof at no cost to the City.

All subcontractors', manufacturers' and suppliers' warranties and guarantees, expressed or implied, for any part of the work and any materials used therein, shall be obtained by Contractor for the benefit of the City, whether or not such warranties have been assigned or otherwise transferred to the City, and enforced by Contractor during its guarantee period. Contractor shall assign or transfer such warranties and guarantees to the City if the City requests Contractor to do so. If within ten (10) days after written notice by the Project Manager to Contractor, or its agent, requesting such repairs or replacement, Contractor shall neglect to make or undertake with due diligence to do the same, the City may make such repairs or replacement in accordance with the terms of Contractor's performance bond at Contractor's and/or surety's expense; provided, however, that in the case of emergency where, in the judgment of the Project Manager, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to Contractor.

The duties and obligations imposed by these general contract conditions and the rights and remedies available hereunder and, in particular, but without limitation, the warranties, guarantees and obligations imposed upon Contractor and the remedies available to the City thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the contract documents.

Nothing herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under the contract documents. The establishment of the warranty period set forth above relates only to the specific obligations of Contractor to correct known defects in the work that are discovered and called to Contractor's attention during the warranty period and has no relationship to the time within which its obligation to comply with the contract documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations and resulting damages. Nothing herein shall limit the City's right to seek recovery for latent defects which are not observable until after the warranty periods have run.

Contractor shall repair or replace all damaged or defective work immediately upon discovering any damage or defect, provided such damage or defect is not due to a design error caused by the City or an A/E hired by the City or an agent or employee thereof. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the construction manager, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage to the extent the above do not arise out of contractor's action or failure to act. Contractor shall promptly, without cost to the City and in accordance with the Project Manager's written instructions, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective work. Contractor's guarantee shall cover all materials and equipment incorporated in the work and shall cover the work of Contractor and any subcontractors and their employees and agents engaged in the work.

As used in this contract, the terms "warranty" and "guarantee" shall be synonymous, and the terms "warranty period" and "guarantee period" shall be synonymous.

602. EXPERIMENTAL CONSTRUCTION METHODS

If Contractor proposes to use any method or product that can reasonably be considered to be experimental, Contractor must advise the Project Manager of that proposed method or product in writing. Contractor shall not employ any such experimental method or product until advised to proceed by the Project Manager in writing. The City may require special guarantees of Contractor to cover the work produced by the experimental method or product. By failure to require any such special guarantees, however, the City does not excuse Contractor for liability due to damages resulting from the use of experimental methods or products.

603. MATERIALS

Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials to be used in the work. All materials used shall be, unless otherwise specified in the bid proposal, the standard stock products of reputable manufacturers. From the time of commencement of the work until its completion, Contractor shall be solely responsible for the care of all materials delivered at the site intended for use in the work, unless the materials are damaged by an act of the City or an employee or agent thereof. All injury or damage to any materials, whether or not incorporated into the work, shall be repaired, or

replaced at Contractor's expense before final payment shall be made unless the injury or damage is caused by an act of the City or an employee or agent thereof. Contractor shall provide suitable protection for all materials intended for use in the work, as well as for all completed work. Contractor may use a portion of the work site for storage of materials and equipment, provided that the use of this portion of the site is approved in writing by the Project Manager, which approval shall not be unreasonably withheld, and that it is protected from wind as provided in Section 137, Protection Against Weather. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the particular manufacturer, fabricator, or processor.

604. MATERIALS TESTS

If the contract documents require any portion of the work to be tested or specially inspected, Contractor shall give the Project Manager forty-eight (48) hour advance notice of its readiness in order that the Project Manager may observe such testing. In addition, the Project Manager may order testing or special inspection of any materials employed in the work. The City shall bear all costs of tests or special inspections not called for by this Contract. If such testing or special inspection reveals a failure of the work to comply with the requirements of this Contract, Contractor shall bear all costs of replacement thereof including retesting. Contractor shall provide such facilities as the City may require for collecting and forwarding samples and for conducting materials tests. The Project Manager may require that Contractor not use the materials represented by the samples which have been requested by the Project Manager until the Project Manager has informed Contractor that the materials satisfy the requirements of the contract documents. Contractor shall furnish the required samples to the City. If testing results require that Contractor obtain new or additional materials, these shall be obtained at Contractor's expense. In addition, Contractor shall pay all incidental expenses associated with procuring such new or additional materials, including, without limitation, transportation, and shipping costs.

605. PROJECT INSPECTOR

A City Project Inspector is assigned to a project to keep the City informed as to the progress of the work and the manner in which it is being done; to keep records; act as liaison between Contractor and the City; and to call the attention of Contractor to any deviations from this Contract. The Project Manager shall inform Contractor as to who will be serving as the Project Inspector.

Contractor shall permit the City Project Inspector unlimited access to the work, as well as whatever access is needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the work.

606. AUTHORITY OF PROJECT INSPECTOR

The Project Inspector may communicate to Contractor any work directives, change orders, field orders, or other modifications in the work ordered by the Project Manager. The Project Inspector is authorized to reject any work or materials that do not conform with this Contract,

and if necessary, to suspend operations until corrective measures are taken, but may not order any modifications in this Contract, or in the materials or construction methods employed by Contractor, unless specifically authorized by the Project Manager by a field order or change order.

The Project Inspector shall not have the power to waive obligations of Contractor, to revoke, alter, enlarge, or reduce the requirements of this Contract, to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness, or to approve or accept any portion of the work or issue instructions contrary to this Contract. Contractor may not rely upon information or instruction offered by any person other than the Project Manager unless the Project Manager has authorized such other person in writing to deliver or otherwise communicate instructions to Contractor.

If Contractor questions or disagrees with any communication of a Project Inspector, Contractor shall notify the Project Manager, who shall inform Contractor in writing how to proceed. Contractor shall not be entitled to claim damages because Contractor relied on information or instructions offered by a Project Inspector and as a result performed work that was defective or had to be repaired or replaced, unless the information or instruction was in the form of or pursuant to a writing issued and signed by the Project Manager.

The presence or absence of a Project Inspector on the job will be at the sole discretion of the City and such presence or absence of a Project Inspector will not relieve Contractor of its responsibility to obtain the construction results specified in this Contract.

607. INSPECTION OF WORK BY PROJECT INSPECTOR

The Project Manager and Project Inspector shall at all times have the right and access to inspect the work and materials during normal working hours. Contractor shall furnish all reasonable aid and assistance required by the Project Manager or Project Inspector for the proper examining of the work and all parts thereof. Subject to the other provisions of this Section 607, unless otherwise directed by the Project Manager, no work shall be done or materials used without inspections by the Project Manager or the Project Inspector having been performed, and no work shall be covered up or backfilled until the Project Manager's or Project Inspector's inspections are completed.

All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on.

Observations, inspections, and tests by the Project Manager, Project Inspector, or others are for the express purpose of providing quality assurance for the sole benefit of the City. Such activities shall not relieve Contractor from its quality control obligations or from its obligations to perform the work strictly in accordance with the requirements of the contract documents.

Nothing in this Article VI shall in any way be construed as to require or to place responsibility for the method, manner, or supervision of the performance of the work under this contract upon the Project Inspector or the City. Such responsibility rests solely with

Contractor.

Failure of the Project Inspector to call the attention of Contractor to faulty work or deviations from this Contract shall not, however, constitute acceptance of said work.

608. UNCOVERING OF WORK

If any portion of the work is covered contrary to the request of the Project Manager or to requirements specifically expressed in the contract documents, it must, if required in writing by the Project Manager, be uncovered for the Project Manager's observation and shall be replaced at Contractor's expense. If any other portion of the work has been covered which the Project Manager has not specifically requested to observe prior to being covered, the Project Manager may request to see such work and it shall be uncovered by Contractor. If such work is found in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to the City. If such work is found not in accordance with the contract documents, Contractor shall pay such costs unless it be found that this condition was caused by the City or a separate contractor, in which event the City or Contractor shall be responsible for the payment of such costs.

609. FIELD ORDERS

Contractor shall submit any requests for explanation or clarification of any document included in this Contract to the Project Manager. When the City responds to such requests, it will issue a written explanation ("Field Orders") (Form 5), which shall consist of a written explanation with or without amended drawings. Field orders do not provide for either time extensions or changes in contract prices. If Contractor believes that the field order will require a time extension or extra payment, Contractor shall inform the Project Manager in writing within ten (10) days of the field order or Contractor shall be deemed to have waived the right to make the request.

610. SUGGESTIONS TO CONTRACTOR

Any plan of action, method of work, or construction procedure suggested to Contractor by any city representative other than the Project Manager shall be adopted or followed at the sole risk and responsibility of Contractor. This Section 610 shall not apply to change orders or field orders that have been duly issued by the Project Manager.

611. CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by the Project Manager prior to final payment, and subject to Contractor's right to subsequently dispute the decision of the Project Manager, Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by the Project Manager, remove it from the site and replace it with non-defective work. If Contractor does not correct such defective work or remove and replace such rejected work, all as specified in a written notice from the Project Manager within a reasonable time, the City may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including without limitation,

compensation for additional professional services and costs of additional testing and inspections, shall be paid by Contractor, and an appropriate deductive change order shall be issued. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by the correction, removal, or replacement of its work. The City's failure to reject any material or work at the time of its use in the project shall not constitute a waiver of any rights hereunder. Contractor shall not be entitled to any time extension for performance of the work as a result of the correction of defective work by Contractor or the City.

612. NEGLECTED WORK BY CONTRACTOR

If Contractor should fail to prosecute the work in accordance with this Contract, including any requirements of the progress schedule, the City, after seven (7) days written notice to contractor, and subject to Contractor's rights to subsequently dispute the decision of the Project Manager, may, without prejudice to any other remedy it may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against contractor, in which case a change order shall be issued incorporating the necessary revisions in this Contract including an appropriate reduction in the contract price. If the payments then or thereafter due contractor are not sufficient to cover such amount, contractor shall pay the difference to the City.

613. SUBSTANTIAL COMPLETION

"Substantial completion" means that the work is completed to the point that the City may occupy and fully utilize the facilities and no nuisance is created, to the satisfaction of the City. All equipment shall be installed and operational, or temporary arrangements satisfactory to the City shall be made. All performance testing need not be completed prior to the date of substantial completion. The last date for which liquidated damages may be assessed against Contractor for failure to complete work on time shall be the date of substantial completion of the work or designated portion unless otherwise provided in the certificate of substantial completion. The City may, in its sole discretion, choose to allow a portion of the work to be deemed substantially complete prior to substantial completion of all the work.

When contractor considers the work ready for full occupancy or utilization by the City, contractor shall declare in writing to the Project Manager that the work is substantially complete. Within a reasonable time thereafter, the Project Manager and Contractor shall make an inspection of the work to determine the status of completion. If the Project Manager does not consider the work substantially complete, Contractor shall be notified in writing giving reasons therefore. If the Project Manager considers the work substantially complete, Contractor shall receive a "Certificate of Substantial Completion," the form of which is attached as Form 7, which shall establish the date of substantial completion and which shall set forth the responsibilities of the City and contractor for security maintenance, heat, utilities, damage to the work, and insurance. The certificate of completion shall be signed by both Contractor and the Project Manager and shall include a tentative list of items to be completed or corrected before final acceptance. *See* Section 615, Final Inspection.

Portions of the work not essential to the City's operation, which can be completed without interruption to the City's operation, may be completed after the work is accepted as substantially complete.

614. PARTIAL UTILIZATION

The City has the right to take possession or use of any completed or substantially completed portions of the work at any time, but such action will not be deemed an acceptance of any work not completed in accordance with this Contract.

The City's use of any work so identified in this Contract will not be grounds for extension of the contract time or change in the contract price. The City's use of any work not specifically identified in this Contract will be in accordance with conditions agreed to prior to such use and any extra costs or delays in completion incurred and properly claimed by contractor will be equitably adjusted by change order.

Guarantee periods for accepted or substantially completed work, including mechanical and electrical equipment, will commence upon the start of continuous use by the City. The issuance of a certificate of substantial completion for one portion of the work does not indicate final acceptance of the overall work.

615. FINAL INSPECTION

When the work is complete and ready for final inspection, Contractor shall file a written notice with the Project Manager to that effect. The Project Manager and Contractor shall then together make a final inspection of the work to determine whether the work has been completed in accordance with this Contract. Following the final inspection, the Project Manager shall send Contractor a final inspection report, which shall notify Contractor of any incomplete, unsatisfactory, or questioned work noted by the Project Manager. Subject to the right to dispute the Project Manager's final inspection report, Contractor must satisfy any remaining questions or repair or replace the incomplete or unsatisfactory work promptly as directed by the Project Manager. If Contractor does not begin to take such action within five (5) days after receipt of notice or does not pursue such action diligently, the City may, without further notice and without impairing this Contract, make other arrangements to have the questions answered and the work completed in a satisfactory manner at Contractor's expense. Contractor shall be liable for any costs so expended by the City and such costs may be deducted from any payments due or which may become due to Contractor under this Contract. If Contractor contests any such deductions from payments owed Contractor, Contractor must file a written appeal pursuant to Section 409, Contract Grievance Appeal Procedure, with the City Manager within five (5) days after receiving notice of the pending deduction. Contractor shall not become eligible for final payment from the City until the Project Manager finally accepts the work by certifying in writing that the work has been completed and that Contractor has passed the final inspection. Contractor shall be deemed to have finally completed the work when Contractor has remedied all deficiencies to the reasonable satisfaction of the Project Manager and delivered all construction records, maintenance and operating instructions, schedules, guarantees, certificates of inspection, and other documents required by this Contract and the City issues a favorable final

inspection report (Form 8).

616. PERFORMANCE DURING THE GUARANTEE PERIOD

The Project Manager will notify Contractor in writing of any damage or defects that are discovered during the guarantee period, and, subject to its rights to dispute such notice, Contractor shall begin to repair or replace any such defects within ten (10) days of receipt of such notice without cost to the City and in conformance with the Project Manager's written instructions. If Contractor does not begin to repair or replace such damage or defects within ten (10) days of receipt of notice, or does not pursue such action diligently, the City may, without further notice and without impairing this Contract, make the repairs or replacements at the expense of Contractor or the City may request that the surety repair or replace the defects. If the City Manager determines that immediate action is necessary to make repairs or replacements because of emergency conditions or to prevent further loss or damage, the City may proceed without prior notice to Contractor but at the expense of Contractor. In any event, Contractor shall be notified of the situation and of the action taken. If Contractor disputes that it is responsible for the damage or defects, Contractor may appeal to the City Manager pursuant to Section 409, Contract Grievance Appeal Procedure. If Contractor does not deliver a notice of appeal specifying the issues in dispute to the Project Manager within ten (10) days after the Project Manager serves notice on Contractor of the defects, Contractor shall be deemed to have waived any right to appeal. In any event, Contractor shall correct the damage or defect as specified in this Section 616 and the question of responsibility for the expense will be determined subsequently by the City Manager if an appeal is taken pursuant to Section 409, Contract Grievance Appeal Procedure.

617. EXTENSION OF THE GUARANTEE PERIOD AND ADDITIONAL BOND REQUIREMENTS

If the City notifies Contractor of any defect in the work, other than a defect resulting from a design error caused by the City or by an A/E hired by the City, or damage or defects caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage, Contractor shall remedy the defect pursuant to Section 615, Final Inspection. Contractor shall guarantee the replacement work for two (2) years from the date of the City's acceptance of the replacement work. In addition, if the bonds provided for in Article II, Bonding, Insurance, and Taxes, expire prior to the expiration of this extended guarantee period, then Contractor shall procure a new bond or bonds to be in effect until the expiration of the extended guarantee period. Such new bonds shall be in an amount equal to the cost of the replacement work that is the subject of the extended guarantee. The new bonds shall meet the requirements set forth in Sections 201 through 203, except to the extent that they conflict with this Section 617.

618. GUARANTEE PERIOD INSPECTION

The Project Manager shall make at least one (1) complete inspection of the work after the work has been accepted, and before the guarantee period expires. This shall be known as the guarantee period inspection. The Project Manager shall schedule and notify Contractor of

this inspection, which shall be made during the last month of the guarantee period. The Project Manager shall send a written report of the guarantee period inspection to Contractor within ten (10) days after the completion of the inspection. If the report calls for repairs by Contractor, and if Contractor does not begin work to repair or replace the damage and defects within ten (10) days following receipt of this report or does not pursue such action diligently, the City may, without further notice and without impairing this Contract, make the repairs or replacements at Contractor's expense, subject to Contractor's right to dispute the guarantee inspection. If the City Manager determines that immediate action is necessary to make repairs or replacements because of emergency conditions or to prevent further loss or damage, the City may proceed without prior notice to Contractor but at the expense of Contractor. In any event, Contractor shall be notified of the situation and of the action taken. If Contractor disputes that it is responsible for the damage or defects, Contractor may appeal to the City Manager pursuant to Section 409, Contract Grievance Appeal Procedure. In any event, Contractor shall correct the damage or defect as specified in this Section 618 and the question of responsibility for the expense will be determined subsequently by the manager if an appeal is taken pursuant to Section 409, Contract Grievance Appeal Procedure. The form of the guarantee period inspection report is attached as Form 13.

619. **RIGHT OF OCCUPANCY**

At the end of the time for completing the work specified in this Contract, subject to reasonable insurance requirements contained in policies required by Article II, Bonding, Insurance, and Taxes, the City shall have the right to take possession of and to use any completed or partially completed portions of the work. If the City possesses any portion(s) of the work or makes regular use of it before Contractor has completed the work, the City shall take all reasonable steps to avoid interfering with the work to be performed by Contractor. If such use or occupancy by the City exposes damage or defects, such damage or defects shall be replaced or repaired by Contractor immediately. The City's possession or use of the work will not be grounds for an extension of the project time or a change in the contract price, except as stated immediately hereafter. When the City partially occupies a facility, it shall share with Contractor the costs of energy to heat and light the facility and the costs of water and sanitary sewer service. The City's share of these costs will be determined by the Project Manager on an equitable basis and Contractor will be reimbursed by a change order. Contractor may appeal the Project Manager's apportionment to the City Manager pursuant to Section 409, Contract Grievance Appeal Procedure.

620. **ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

If the Project Manager prefers to accept defective or non-conforming work, the Project Manager may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect an appropriate and equitable reduction in the contract price. Such adjustment shall be made whether or not final payment has been made. Contractor may appeal the Project Manager's reduction in the contract price to the City Manager pursuant to Section 409, Contract Grievance Appeal Procedure.

621. **CONTRACTOR'S CONTINUING DUTY TO WARN OF DESIGN OR PRODUCT DEFECTS**

Contractor is under a continuing duty to warn the Project Manager of (i) any possible defect in the design of the work and materials incorporated in the work, as soon as Contractor discovers the possible defect or has notice that a product may be unsafe, and (ii) against potentially unsafe uses of products incorporated in the work that may cause personal injury or property damage. Contractor's duty under this Section 621 shall be continuing and shall not expire until three years after the date of final payment. If Contractor fails to warn the City of a design or product defect of which Contractor is aware, and if personal or property damage thereafter results from such design or product defect, Contractor shall be liable jointly and severally with any other party responsible at law for all damages resulting from such defect.

ARTICLE VII. MAINTENANCE OF RECORDS

701. CONTRACTOR'S MAINTENANCE OF RECORDS

Contractor shall maintain a complete file of all records, communications, and other documents that pertain to this Contract at its main office in Colorado or at its main office outside Colorado if it has no office in Colorado. Contractor shall maintain such records for a period of three (3) years after the date of completion of this Contract, and for such longer period as may be necessary to resolve any matters that may be pending at that time.

702. THE CITY MAY AUDIT CONTRACTOR'S RECORDS

Subject to a requirement of confidentiality in the treatment of Contractor's confidential business records, including trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, Contractor shall, and shall cause its subcontractors to, provide to the City (and internal and external auditors, inspectors, regulators and other representatives that the City may designate from time to time) access at reasonable hours to Contractor's personnel and to these records and other pertinent information to the extent relevant to Contractor's obligation under this contract including, but not limited to, the bid estimate and all bid work papers and take-offs, receipts, memoranda, vouchers, and accounts of every kind and nature pertaining to the performance of the work, including, but not limited to, job cost ledgers, invoices from and payments to subcontractors and material suppliers, records of home and field office overhead, as well as complete summaries and reports setting forth all reimbursable personnel- hours expended and payroll and equipment records, and shall permit the City to audit or inspect its records during the term of this contract, for a period of three (3) years following the completion of this Contract, and for such further periods as may be necessary to resolve any matters that may be pending at that time. The purpose of this provision is to assure Contractor's compliance with the terms of this Contract and to evaluate Contractor's costs and performance under this Contract. Any audit conducted shall be at the sole expense of the City. Contractor shall provide any assistance reasonably requested by the City or its designee in conducting any such audit.

703. RECORDS OF SUBCONTRACTORS AND CONSULTANTS

Contractor shall require all of its subcontractors and consultants to maintain all of their

records that pertain to the project in the same manner and for the same length of time as Contractor is required to do and to allow the City the same access to those records as it has to Contractor's records.

ARTICLE VIII. SUSPENSION AND TERMINATION

801. SUSPENSION OF WORK BECAUSE OF CONTRACTOR DEFAULT

The Project Manager may suspend the work or any part of the work, without invalidating this Contract, because Contractor has materially breached any of this Contract's conditions. A suspension shall not absolve Contractor or Contractor's sureties of any duties or responsibilities except for the performance of the work which has been suspended during the suspension period. If Contractor later resumes work that the City previously suspended because Contractor had materially breached any of this Contract's conditions, the City shall not be liable to Contractor for additional costs caused by the suspension or for extra start-up costs that result from resuming the suspended work. If this Contract is not performed within the time limit set forth, due to suspension for Contractor's default, the City shall be entitled to liquidated damages for such delay as set forth in this Contract.

802. SUSPENSION BECAUSE OF ORDER OF STATE OR FEDERAL COURT

In the event a state or federal court order requires suspension of work, the order of suspension shall identify the court order that caused the suspension and shall extend the time limit of this Contract by the amount of time specified by the court order. If the court order causes suspension for an indefinite period of time and, as a result, a time extension cannot be established, the order of suspension will also be for an indefinite period of time. In the event that this Contract is suspended for an indefinite period of time, the City may elect to terminate this Contract. Should this occur, Contractor shall be paid for all work performed to the date of suspension and for all other costs which Contractor actually incurs as a result of the suspension. Contractor and the City shall decide which work shall be required to protect completed work and to restore utility service to the area under construction. Payment for such work shall be according to the unit prices listed or, if not specifically covered under this Contract, at a price to be determined by the Project Manager, construction manager, and contractor. In the event that the City elects to terminate this Contract because of a suspension due to a court order, arising from the methods or activities of Contractor or its subcontractors in constructing the project, Contractor hereby waives all claims for damages because of such inability to complete the project as planned, including, without limitation, damages for loss of anticipated profits.

803. SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE

The City may, at any time and without cause, suspend the work or any portion thereof by written change order that fixes the date upon which work on the project shall be recommenced and state that the suspension is expressly for the City's convenience. If the suspension applies to only a part of the work, a time extension will be authorized based on the Project Manager's estimate of the delay to the entire project caused by the partial suspension. Liquidated damages will not be assessed by the City during the extended period

caused by suspension for the City's convenience under this Section 803. In all cases of suspension for the City's convenience, a price adjustment will be made by the Project Manager by change order to reflect the reasonable, demonstrable cost to Contractor of the suspension. Contractor shall consult with the Project Manager about the cost of suspension, if the Project Manager so requests. Equipment rates shall be charged only for the time the equipment is operating. Standby time shall only be paid when the Project Manager determines the equipment is needed at the site, even though it is not operating. Upon receiving such an order of suspension, Contractor shall immediately protect and maintain the work in a condition that will permit its resumption for the least possible start-up cost. If the City wrongfully suspends this Contract, this shall be treated as a suspension of the work for the City's convenience. If a portion of the work is suspended for more than three (3) months by the City, Contractor may then terminate that part of this Contract. Contractor shall have the right to dispute any decisions made by the Project Manager.

804. THE CITY MAY TERMINATE THIS CONTRACT FOR CAUSE

Without prejudice to any other right or remedy, the City may terminate this Contract or reassign all or any portion of the work pursuant to Section 806, City May Reassign the Work, for any of the following reasons:

- A. Contractor assigns work to be performed under this Contract to a subcontractor without the written permission of the Project Manager.
- B. A petition for bankruptcy is filed relating to the affairs of Contractor. As used in this Section 804, "Contractor" shall be deemed to include Contractor, or any of its officers, employees or major shareholders possessing at least ten percent (10%) of Contractor's equity.
- C. A general assignment of Contractor's assets is made for the benefit of Contractor's creditors or any of the funds due to Contractor under this contract are assigned for the benefit of Contractor's creditors.
- D. A trustee or receiver is appointed for Contractor or any of Contractor's property.
- E. The work is being unjustifiably delayed by Contractor, making allowance for any time extensions.
- F. The City learns that Contractor has been guilty of collusion with other bidders in preparing the bid.
- G. A surety that has bonded Contractor for the work becomes insolvent, bankrupt, or loses its right to do business in the State of Colorado and Contractor does not provide a substitute bond within the time set forth in Section 201, Bond Requirements.
- H. Contractor refuses or fails to supply enough properly skilled workers or proper materials, unless it can convincingly demonstrate to the City that

such workers or materials cannot be obtained by exercising reasonable diligence.

- I. Contractor fails to make proper payment to subcontractor or suppliers.
- J. Contractor breaches any of the conditions of this Contract or executes this Contract in bad faith or otherwise not in accordance with the terms of this Contract
- K. Contractor disregards any law, ordinance, regulation, rule, or order of any public body having jurisdiction.

If the City lawfully terminates this Contract and reassigns all or any portion of the work, the City may take possession of the work and of all materials thereon owned by Contractor and finish the work by whatever method it may deem expedient. In the event of such a default the City shall give Contractor ten (10) days' written notice and the opportunity to cure such default. In the event of termination, Contractor shall not be entitled to receive any further payment until the work is completed and accepted. Contractor and Contractor's surety shall reimburse the City for all expenses sustained by the City in completing this Contract, including, without limitation, administrative expense and other expenses incurred even if they exceed the contract price, but not including extra which is authorized after the termination. Where Contractor's services have been so terminated or reassigned by the City, said termination shall not affect any rights of the City against Contractor then existing or that may thereafter accrue. Any retention or payment of moneys by the City due Contractor shall not release Contractor from liability.

805. CONTRACTOR SHALL NOTIFY THE CITY OF CERTAIN EVENTS

Contractor shall notify the Project Manager of the following events:

- A. Any of the events described in Subsections A, B, C or D of Section 804, City May Terminate the Contract for Cause.
- B. Any change in Contractor's legal relationship with the surety that may affect this Contract.
- C. Bankruptcy or insolvency of the surety, or any other event that prevents the surety from doing business in the State of Colorado.
- D. Assignment of any of the funds due to Contractor under this Contract.
- E. Any adverse occurrence that may materially affect Contractor's ability to perform this contract.
- F. Proceedings that could lead to the revocation of any of the licenses that are necessary for Contractor to perform work under this Contract.
- G. The grant of a security interest by Contractor in any of the materials or

equipment to be incorporated into the work to any third party.

- H. The violation by any subcontractor or supplier of any of the terms of this contract, or occurrence of any event listed in Subsections A through G of this Section 805, with respect to a subcontractor or supplier.

806. THE CITY MAY REASSIGN THE WORK

If Contractor remains in breach of any of the conditions of this Contract after all applicable cure periods have expired, the City may reassign any part of the work to another party in lieu of terminating this Contract. Such reassignment shall not lessen any of Contractor's responsibilities to perform the work on any part of this Contract that was not reassigned. The contract price shall be decreased in proportion to the amount of the work that was reassigned. In the event that the City reassigns work, the City may deduct from payments due to Contractor and may claim against Contractor for costs incurred by the City, including without limitation reasonable attorney fees for effecting the reassignment.

807. CONTRACT TERMINATION FOR REASONS BEYOND THE CONTROL OF E CONTRACTOR OR THE CITY

In the event that the work cannot be completed within the time set forth in this Contract because of a force majeure event, the City, acting by and through its City Manager and Project Manager, may terminate this Contract or any portion thereof by giving at least seven (7) days' written notice to Contractor. When this Contract is terminated under this Section 807 before completion of the work in this Contract, payment at the contract price will be made for the actual items of work completed. For items that are only partially completed, the City shall pay for the portion of the item actually completed. Contractor also shall be awarded compensation for costs associated with materials that must be returned, rental contracts that this Contract or has entered into but may not terminate, and other reasonable costs that Contractor legitimately incurs as a result of the termination. If Contractor disputes the Project Manager's valuation of work completed, Contractor may appeal pursuant to Section 409, Contract Grievance Appeal Procedure. Acceptable materials, obtained or ordered by Contractor for the project, but not yet incorporated in the work at the time of such termination, may, at the option of the City, be purchased from Contractor at actual cost as shown by receipted bills and actual cost records at the point of delivery. The intent of this Section 807 is to provide a method of equitable settlement with Contractor in the event of termination of this Contract because of conditions or circumstances beyond the control of either the City or Contractor. It is also intended by this Section 807 that a settlement for the work performed shall not relieve Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the work nor for payment for labor and materials as guaranteed by the surety bond or bonds.

808. TERMINATION OF CONTRACT FOR CONVENIENCE

- A. As provided in Section 803, Suspension of Work for the City's Convenience, the performance of work under this contract may be terminated by the City in whole or in part for any reason whenever the City

determines in its sole discretion that such termination is in the best interest of the City or whenever the City is prohibited from completing the work because of conditions beyond the control of either the City or Contractor. Such termination shall be effected by giving not less than three (3) days' written notice to Contractor specifying the extent to which performance of work under this contract is terminated and the date upon which such termination becomes effective.

- B. Upon receipt of notice of such termination, Contractor shall:
1. Stop work as specified in the notice;
 2. To the fullest extent possible, terminate all orders and subcontracts except as necessary to complete work that is not terminated;
 3. If directed by the City, assign all right, title and interest in subcontracts and materials in progress, as long as Contractor is released from all prospective liability, to subcontractors and suppliers, in which case the City will have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
 4. Negotiate or otherwise settle outstanding liabilities and claims with the approval of the City or its designated representative and, upon receipt of all payments due from the City for termination for convenience, pay the amounts that were agreed upon in the settlements;
 5. Complete performance of such part of the work as has not been terminated; and
 6. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to this Contract.
- C. Except as provided above, any inventory resulting from the termination of this contract may, with written approval of the City, be sold or acquired by Contractor under the conditions prescribed by and at prices approved by the City. Upon receipt of the notice of such termination, Contractor shall submit to the City a request for payment of its termination costs, in the form and with any reasonable certification prescribed by the City. Such request shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless extended in writing by the City upon the written request of Contractor within such six (6) month period. If the City determines that the facts justify it, a request may be received and acted upon after six (6) months.
- D. Contractor shall be entitled to receive reimbursement for the reasonable cost

of the work as of the date of termination, including a release of retainage. The City will additionally reimburse Contractor for other reasonable costs resulting from said termination such as restocking charges and protection of the work. Contractor shall not be entitled to loss of other anticipated profits, profits lost on other work not obtained or any other consequential damages, or any reimbursement for any costs incurred due to Contractor's fault or failure to mitigate as a result of any such termination for convenience, and in no event shall the total sums paid Contractor exceed the contract price.

- E. In arriving at the amount due Contractor under this section, there shall be deducted:
 - 1. All unliquidated advance or other payments theretofore made to Contractor, applicable to the terminated portion of this contract;
 - 2. Any claim which the City may have against Contractor in connection with this Contract;
 - 3. The agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired or sold by Contractor or sold pursuant to the provisions of this Article VIII not otherwise recovered by or credited to the City; and
 - 4. Any outstanding subcontractor claims.
- F. The City may, from time to time, under such terms and conditions as it may prescribe, authorize partial payments and payments against costs incurred by Contractor for the terminated portion of this Contract if it is estimated that the total of such payments will not exceed the amount to which Contractor will be entitled. If the total of such payments is in excess of the amount to which this Contract will be entitled, the excess shall be payable by Contractor to the City upon demand.
- G. A settlement for the work performed shall not relieve Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the work or for the payment of labor and materials as guaranteed by the payment and performance bonds.
- H. Upon reasonable notice to Contractor, the City shall be given full access to all books, correspondence, records, and other materials of Contractor relating to this contract in order to determine the amounts to be paid on account of the termination of this Contract. Contractor shall, as requested by the City furnish clear copies of any such materials.

809. THE CITY SHALL HAVE ACCESS TO CONTRACTOR'S RECORDS

Upon reasonable notice to Contractor, the Project Manager shall be given full access to all books, correspondence, and papers of Contractor that are necessary to determine the

amounts to be paid on account of the termination of this Contract or for any other application for payment made by Contractor, or to determine the amounts paid by Contractor to subcontractors or suppliers or their agents, employees, or assigns.

810. CONTRACTOR MAY TERMINATE THIS CONTRACT

Contractor may terminate this Contract for any of the following reasons:

- A. The work is suspended for more than three (3) months by the City for its own convenience under Section 803, Suspension of Work for the City's Convenience, or by an order of a court or other public authority, provided the suspension does not result from an act or omission of Contractor.
- B. The City fails to issue a check or warrant to Contractor within thirty (30) days after payment is approved by the Project Manager.

If any of these conditions exist, Contractor may, ten (10) days after service of written notice on the Project Manager, terminate this Contract. The City shall have the right to remedy and/or cure the problem prior to expiration of the 10-day period. In such event, Contractor shall be entitled to payment for all work executed based on the proportion of the work completed. When this Contract is terminated before completion of all items of work in this Contract, payment will be made for the actual items of work completed at the contract price. For items that are only partially completed, the City shall pay for the portion of the item actually completed. Contractor may appeal such determination pursuant to Section 409, Contract Grievance Appeal Procedure.

811. CONTRACTOR MAY SUSPEND WORK

In lieu of terminating this Contract under Section 810, Contractor May Terminate This Contract, if the City fails to issue a check or warrant for payment more than thirty (30) days after approval by the Project Manager, Contractor may, seven (7) days after service of notice on the Project Manager, suspend the work until payment is received.

812. MEDIATION

If disputes remain unresolved after negotiations between the City and Contractor, the parties shall submit the disputes to nonbinding mediation. The mediator shall be a trained mediator with experience on municipal construction projects. The parties shall attempt to jointly select the mediator from a list of proposed mediators generated by the parties. The parties may seek the assistance of the American Arbitration Association in generating a list of potential mediators. In the event that the parties are unable to agree on a mediator, the Chief Judge of Boulder District Court should appoint one. Each party shall bear its own costs associated with presenting any disputes to the mediator, which costs shall not be recoverable as part of a change order or in any subsequent litigation or arbitration.

No decisions or statements of the mediator may be admitted as evidence in any subsequent litigation or arbitration between the parties nor may the mediator be called to testify in any litigation or arbitration between the parties concerning such disputes. The submittal of

disputes to non-binding mediation shall be a condition precedent to commencing litigation or arbitration by either party.

In the event any dispute, mediation, arbitration, or litigation arises under this contract and during the time such dispute, mediation, arbitration, or litigation is pending, Contractor shall continue performance under this contract in accordance with the terms and conditions hereof. The failure of Contractor to continue expeditious performance due to a dispute arising under this contract shall, at the option of the City, be construed as a material breach of this contract justifying termination or such other action as the City deems appropriate.

813. NO ARBITRATION

No claims, disputes, or other disagreements arising out of this Contract or the Work shall be decided by binding arbitration before an extra-judicial body or person. Any provision to the contrary shall be null and void.

APPENDIX 1: DEFINITIONS AND ABBREVIATIONS

1. Addenda. Written or graphic instruments issued prior to the execution of the contract agreement that modify or interpret the contract documents by additions, deletions, clarifications, or corrections.
2. Boulder Revised Code (B.R.C.). The Boulder Revised Code, which is referred to herein as “B.R.C. 1981,” is the code of ordinances adopted by the City of Boulder. This code may be reviewed at the Boulder Public Library, which is located at 1000 Canyon Boulevard, Boulder, Colorado and is also available online at www.bouldercolorado.gov.
3. Calendar Day or Day. Any day of the week, including Saturdays, Sundays, and City-observed holidays.
4. Calendar Week. A week which begins on Monday and ends on Sunday.
5. Change Order. A written order, set forth as Form 4, issued by the Project Manager to Contractor, covering changes in the plans or quantities within the scope of the contract and establishing the basis of payment and time adjustments for the work affected by the changes.
6. City Attorney. The City Attorney of the City of Boulder, Colorado, who must sign the contract agreement for it to be effective and approve as to form changes to the General Conditions or Special Conditions of the contract. The City Attorney may be contracted at Office of the City Attorney, P.O. Box 791, Boulder, Colorado 80306; telephone, 303-441-3020.
7. City Manager. The City Manager of the City of Boulder, Colorado, who alone has the authority to solicit bids for a contract and must sign the contract agreement for it to be effective. Contractor may appeal decisions by the Project Manager to the City Manager pursuant to Section 125, Protection of Municipal Service Facilities, as set forth in the General Conditions. The City Manager may be contacted at the Office of the City Manager, P.O. Box 791, Boulder, Colorado 80306; telephone 303-441-3090.
8. Colorado Revised Statutes (C.R.S.). The Colorado Revised Statutes, which are referred to herein as C.R.S., are the statutes adopted by the State of Colorado. If necessary, Contractor may review these statutes at the Office of the City Attorney, P.O. Box 791, Boulder, Colorado 80306; telephone, 303-441-3020.
9. Construction Bonds. The approved form of security, executed by Contractor and Contractor’s surety(s), which guarantee complete execution of the contract and all supplementary agreements pertaining thereto and the payment of all legal obligations pertaining to the performance of the work.
10. Contract. The entire agreement between Contractor and the City. See Section 5.A. of the contract agreement.
11. Contract Agreement. The executed document to which these General Conditions are attached.
12. Contract Completion Date. The contract completion date shall be the day that Contractor passes final inspection, as set forth on Form 8. See Section 615, Final Inspection.

13. Contract Documents. All written documents that define the construction work and the obligations of the City and Contractor in performing the work.
14. Contract Performance Period. The contract performance period runs from the date the notice to proceed is issued until the certificate of substantial completion (Form 7) is issued by the Project Manager.
15. Contract Price. The amount which the contract agreement states the City shall pay Contractor for its work under this contract, as that amount may be adjusted by change orders.
16. Contractor. The individual, firm, or corporation with whom the City contracts for the performance of the work. The term “contractor” shall also be deemed to include any subsidiaries that are at least 80% owned by Contractor.
17. Drawings and Specifications. All documents approved by the City for the purpose of describing the work under the contract. *See* Sections 108, Drawings and Specifications, and Section 110, Inconsistencies in Contract Documents.
18. Extra Work. Work not provided for in the contract documents but found desirable to include in the contract because of timing, mobilization, or other factors. *See* Section 408, Extra Work.
19. Field Orders. A writing issued by the Project Manager to explain or clarify any of the drawings and specifications or other contract documents. *See* Section 609, Field Orders, and Form 5.
20. Final Settlement. The date of final settlement shall be the day upon which the Project Manager authorizes final payment to Contractor. The date of final settlement may be the same date as the contract completion date (*see* definition (12) herein), but may not occur before the contract completion date.
21. Force Majeure. Acts of war, terrorism, hurricanes, earthquakes, epidemics, pandemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party’s reasonable control.
22. General Conditions. This document.
23. Growing Season. The growing season for plant materials planted or altered by Contractor (*see* Section 133, Planting, Protection and Guarantee of Plant Materials, and Section 134, Work in Existing Buildings) shall begin April 1 and end August 31.
24. Inclement Weather. Snowfall, rainfall, freezing temperatures, or excessive wind conditions, which cause a delay in Contractor’s performance. *See* Subsection C of Section 305, Time Extensions and Contractor’s Delay.
25. Laws. Without limitation, all applicable federal, state, and City codes, charters, ordinances, standards, statutes, rules, and regulations.
26. Notice to Proceed. The date of purchase order issued by the Purchasing Agent is the official notice to proceed. It shall be the beginning date of the contract for purposes of determining the contract performance period and liquidated damages.
27. Project Inspector. An authorized representative of the City assigned to make inspections

of the work performed and the materials furnished by Contractor. The inspector's duties are outlined further in Article I, Construction Site Requirements.

28. Plans. All City-approved drawings or reproductions pertaining to the construction of the work and appurtenances thereof.
29. Project. The entire work that Contractor has been hired to perform under the contract documents. The project shall be identified by a project number. The project shall also include extra work.
30. Project Manager. The City employee who supervises the implementation of the contract and represents the City in all matters and questions arising under the contract.
31. Purchase Order. The purchase order is the document issued by the City's Purchasing Division that commits the payment of City funds for the work. The purchase order is also the notice to proceed, which is the official beginning date of the contract.
32. Purchasing Agent. An employee of the City's Purchasing Division. The Purchasing Agent's signature is required on all change orders (Form 4) in which the contract price is adjusted. The Purchasing Agent may be contacted at the Purchasing Division, P.O. Box 791, Boulder, Colorado 80306, and telephone number 303-441-3230.
33. JOC Special Conditions. The document attached to the contract agreement as Exhibit D by which additions or revisions to the General Conditions may be made and/or address special aspects of particular contracts.
34. Specifications. All directions, conditions, requirements, and written agreements that pertain to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
35. Subcontractor. An individual, firm, or corporation with whom Contractor contracts to perform part of the work, but not including one who only furnishes material.
36. Substantial Completion. The date of substantial completion of the work or designated portion thereof is the date certified by the Project Manager when construction is substantially complete in accordance with the contract documents. *See* Form 7 and Section 613, Substantial Completion.
37. Superintendent. The individual designated by Contractor to act on behalf of Contractor in all matters related to the contract. Unless otherwise agreed, the Superintendent shall serve on a full-time basis. *See* Section 106, Supervision at the Job Site.
38. Surety. The corporation, partnership, or individual, other than Contractor, which executed a bond or bonds with Contractor guaranteeing the complete execution of the contract and all supplementary agreements pertaining thereto.
39. Work. The construction required by the contract documents, including all labor, materials, and equipment. Work not described in the contract documents will not be required unless it is consistent therewith and is reasonably necessary to produce the results intended in the contract documents.
40. Work Directive. The document executed by the City's Project Manager authorizing Contractor to proceed with the extra work. Work Directives serve as the basis for negotiating subsequent change orders. *See* Form 5.

41. Abbreviations. Wherever the following abbreviations are used, they are to be given the meaning which follows the abbreviation:

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	Asphalt Institute
AGC	Associated General Contractors
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALS	American Lumber Standards
ANSI	American National Standards Institute (successor to USASI)
APA	American Plywood Association
APWA	American Public Works Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWI	American Woodworkers Institute
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CDOT	Colorado Department of Highway
CDH	Colorado Division of Health
CLFMA	Chain Link Fence Manufacturers Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specification Institute
EPA	Environmental Protection Agency
FS	Federal Specifications
MUTCD	Manual on Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
NCMA	National Concrete Masonry Association
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Fireman's Protection Association
NRMCA	National Ready Mix Concrete Association
NWMA	National Wood Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SDA	Steel Door Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
UBC	Uniform Building Code
UL	Underwriter's Laboratory

UMC	Uniform Mechanical Code
UPL	Uniform Plumbing Code
WCLB	West Coast Lumber Inspection Bureau
WPCF	Water Pollution Control Federation
WWPA	Western Wood Products Association

APPENDIX 2: CONSTRUCTION FORMS

Form 1	Performance Bond (TO BE SUBMITTED ON A JOB ORDER BY JOB ORDER BASIS)
Form 2	Labor and Material Bond (TO BE SUBMITTED ON A JOB ORDER BY JOB ORDER BASIS)
Form 3	Field Order (NOT APPLICABLE UNDER THIS CONTRACT)
Form 4	Change Order (NOT APPLICABLE UNDER THIS CONTRACT)
Form 5	Work Directive (NOT APPLICABLE UNDER THIS CONTRACT)
Form 6	Application for Payment
Form 7	Certificate of Substantial Completion
Form 8	Final Inspection Report
Form 9	Payment of Boulder Sales and Use Tax
Form 10	Claim Release
Form 11	Affidavit that All Claims are Satisfied
Form 12	Surety's Consent to Final Payment
Form 13	Guarantee Period Inspection Report

PERFORMANCE BOND (SAMPLE)

_____, as principal (“Contractor”), and _____, as surety, with general offices in _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Colorado, are hereby bound unto the City of Boulder, Colorado, as obligee (the “City”), in the penal sum of _____ DOLLARS (\$) in United States currency, for the payment of which sum Contractor and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

The condition of the obligation is that Contractor and the City have entered into a certain Construction Contract, dated _____, for the construction of a project described as

located in Boulder County in the State of Colorado, said work of construction to be done according to the requirements of said Construction Contract.

NOW THEREFORE, if Contractor shall at all times duly and faithfully discharge its, his or their duties under said Construction Contract, and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the City and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the City or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of Contractor or anyone acting for it as subcontractor or otherwise in the performance of the Construction Contract, or by reason of any failure on the part of Contractor, its agents, servants or employees, subcontractor(s), or any of them, in the performance of said Construction Contract or any portion thereof, these presents shall become void, otherwise to be and remain in full force and effect.

The City shall be under no obligation, except as expressly provided by statute, to withhold any sums due Contractor under the terms of the Construction Contract, or to protect in any other way the surety or sureties, claimants, or others.

No representation or statement of Contractor made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by Contractor to surety of the proceeds of the Construction Contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by the Construction Contract, against the proceeds thereof.

No extension of time of performance of the Construction Contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

EXECUTED on this _____ day of _____ 20 ____.

Attest:

(Contractor)

By:

(President)

(Surety Company)

By:

(Attorney-in-Fact)

LABOR AND MATERIAL BOND (SAMPLE)

_____, as principal (“Contractor”), and _____, as surety, with general offices in _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Colorado, are hereby bound unto the City of Boulder, Colorado, as obligee (the “City”), in the penal sum of _____ DOLLARS (\$) in United States currency, for the payment of which sum Contractor and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

The condition of the obligation is that Contractor and the City have entered into a certain Contract, dated _____, for the construction of a project described as _____

located in Boulder County in the State of Colorado. Said work of construction to be done according to the requirements of said contract.

NOW, THEREFORE, if Contractor, its subcontractor(s) and each and all of them, shall duly pay for all labor, materials, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, and if Contractor shall also fully indemnify and save harmless the City and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the City or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of Contractor or anyone acting for it as subcontractor in connection with such payments, these presents shall become void, otherwise to be and remain in full force and effect.

The City shall be under no obligation, except as expressly provided by statute, to withhold any sums due Contractor under the terms of this contract, or to protect in any other way the surety or sureties, claimants, or others.

No representation or statement of Contractor made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by Contractor to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

EXECUTED on this _____ day of _____ 20 ____.

Attest:

(Contractor)

By:

(President)

(Surety Company)

By:

(Attorney-in-Fact)

WORK DIRECTIVE (NOT USED)

Date _____ Project Name _____

Project Number _____ P.O. Number _____

CITY: CITY OF BOULDER, COLORADO

CONTRACTOR: _____

CONTRACTOR is directed to proceed promptly with the following change(s):

Description: _____

Attachments: _____

If a claim is made that the above change(s) have affected the Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

Method of determining change in Contract Time:

Time and Materials

CONTRACTOR's records

Unit Prices

ENGINEER's records

Cost plus fixed fee

Other _____

Other _____

Estimated (increase) (decrease) in Contract Price: \$_____.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization .

Estimated (increase) (decrease) Contract Time:_____days.
If the change involves an increase, the estimated time is not to be exceeded without further authorization.

APPROVED: _____
CONTRACTOR

PROJECT MANAGER

CHANGE ORDER # (NOT USED)

Project Number _____ P.O. Number _____

Date: _____

FROM: CITY OF BOULDER, COLORADO

TO: _____

Quantity	Item	Unit Cost	Total
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The above items of construction shall be (added) (subtracted) at the unit costs as agreed.

(Increase) (Decrease) \$ _____

Original contract amount _____
 Previous contract amount _____
 Amount this change order _____
 Revised contract amount _____

Original substantial completion date _____
 Previous substantial completion date _____
 Contract period increase/decrease
 by this change over _____
 Revised substantial completion _____

Original final completion date _____
 Previous final completion date _____
 Contract period increase/decrease
 by this change over _____
 Revised final completion date _____

If this modification causes an increase in the contract price, it constitutes compensation in full to Contractor and its subcontractors and suppliers for all costs and mark-ups directly and indirectly attributable to the charges ordered herein, for all delays, impacts and disruptions related thereof, and for the performance of the changes within the stated time.

If this change order causes the aggregate amount due Contractor under this Contract to exceed the original contract price, the City hereby assures Contractor that funds sufficient to cover the cost of the change have been lawfully appropriated.

Change Order Prepared By _____ Date: _____

Change Order Approved By _____ Date: _____
Contractor

Order Approved By _____ Date: _____
Project Manager

Change Order Approved By _____ Date: _____
Department Head

APPLICATION FOR PAYMENT

Number _____ Date _____ P.O. Number: _____

OWNER: CITY OF BOULDER

PROJECT: _____

CONTRACTOR: _____

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: _____

Work Completed
Item

Amount

Original Contract Amount	\$ _____
Net Change by Work Directives or Change Orders Thru Work Directive	\$ _____
Revised Contract Amount	\$ _____
Amount Earned to Date Thru Pay Estimate	\$ _____
Retainage (%)	\$ _____
Subtotal	\$ _____
Less Previous Payments	\$ _____
Amount due this payment	\$ _____

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that all previous progress payments received from the OWNER in connection with this contract have been applied to discharge obligations incurred as a result of this work and that title to materials and equipment incorporated in the work or otherwise listed in or covered by this APPLICATION FOR PAYMENT will pass to the OWNER free of all liens, claims, security interests, and encumbrances (except as covered by a BOND acceptable to the OWNER) at the time of payment.

REQUESTED: _____
CONTRACTOR DATE

RECOMMENDED _____
OWNER'S REPRESENTATIVE DATE

APPROVED: _____
OWNER DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

This certifies that the building or structure known as _____, project no. _____:

- 1. has been inspected by the Project Manager or another duly authorized official of the City of Boulder, and
- 2. the work or portion thereof is substantially complete as defined in Appendix I(36) and Section 613, Substantial Completion, of the General Conditions.

Description of work or portion thereof which is substantially complete:

Address or Location: _____

Contractor: _____

Address of Contractor: _____

The following items still need to be completed:

Item	Expected Completion Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Contractor's guarantee (see Section 616, Performance During the Guarantee Period) shall begin on _____.

Responsibility for payment of the following items shall be placed upon:

Security: _____

Maintenance: _____

Heat: _____

Utilities: _____

Damage to the Work: _____

Insurance: _____

Comments: _____

Date of Substantial Completion: _____.

Signed:

Project Manager

Date

Contractor

Date

FINAL INSPECTION REPORT

Project No. _____ Date: _____

To: _____, Contractor

From: _____, Project Manager

The City of Boulder has performed its final inspection of the work, and accepts the work subject to Contractor's performance of the following repairs or replacements:

The City does/does not [circle] hereby finally accept the work.

Contractor agrees that the performance bond shall remain in effect during the guarantee period through _____, 20___. Contractor further agrees to maintain in effect all insurance required under Article II, Bonding, Insurance, and Taxes, except for builder's risk, and to procure additional bonds, as required by the City, to cover any extension in the guarantee period necessitated by defects in the work which are discovered during the guarantee period.

The Project Manager does/does not [circle] hereby certify that Contractor is eligible to receive final payment for the work.

Signed:

Project Manager

Date

Contractor

Date

PAYMENT OF BOULDER SALES AND USE TAX

I Pursuant to Section 507, Payment of City Use and Sales Taxes, of the General Conditions of the City of Boulder construction contract, Contractor has elected to pay Boulder sales and use taxes according to the following method:

Check One

_____ Estimated Percentage Basis (contracts over \$50,000)

_____ Estimated Percentage Basis (contracts under \$50,000)

_____ Actual Basis on Monthly Return Sales. Tax License Number _____

II Sales and Use Tax Due

Original Contract Price \$ _____

(+) or (-) Change Orders (+) _____ (-) _____

Equals Total Contract Amount (=) _____

Boulder Sales and Use
Tax Due on Contract (*see* Section 507
General Conditions.) _____

Less Boulder Sales and Use
Tax Paid by Contractor on permit
or to vendors. (-) _____

Equals Net Sales and Use Taxes
due by Contractor (=) _____

Sales and Use Taxes Paid
by Contractor on this date _____

III The Boulder Sales and Use Tax Division hereby certifies that _____ (the contractor) for _____ (project number) has paid in full all Boulder Sales and Uses Taxes due under this contract.

Signed: _____
Contractor

Date

Sales and Use Tax Division

Date

CLAIM RELEASE

For valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Boulder and waives all right to file a claim for labor, services, machinery, tools, equipment, or materials furnished prior to _____, 20__, to _____, Contractor, for the work performed on the City of Boulder project no. _____, located at _____, in the City of Boulder, Boulder County, Colorado.

In the event an employee or agent or other person hired by the undersigned to perform the work under this Contract brings a claim against the City for payment of labor or materials, or both, the undersigned agrees to indemnify the City and to satisfy fully any such claim brought against the City unless such claim is due to an act of the City or an A/E hired by the City to design or oversee the work, or any agent or employee thereof.

This release is valid only if check no. _____, drawn by _____ on the _____ bank, for \$ _____, dated _____ 20__, is paid.

Supplier or Subcontractor

By: _____
President

Date: _____

Contractor

By: _____
President

Date: _____

AFFIDAVIT THAT ALL CLAIMS ARE SATISFIED

We,____, as contractor, and_____, as surety, do hereby state that all subcontractors, vendors, persons, or firms who have furnished labor, materials, apparatus, fixtures, rental machinery, supplies, tools, or equipment for the City of Boulder project no. _____, located at_____, have been fully paid or satisfactorily secured, and that all City taxes have been paid. If any claims previously known or unknown to Contractor or surety are brought against Contractor, surety, or the City of Boulder for work performed on project no.____, the surety hereby agrees to pay such claims, or to defend any action brought to satisfy such claims, and to indemnify fully the City of Boulder against liability for any such claims, unless such claims are due to an act or omission of the City or A/E hired by the City to design or oversee the work, or any agent or employee thereof.

Contractor

Surety

Signature

By: _____
Attorney-in-Fact

Date

Date

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

Before me,_____, a notary public in and for the County of Boulder, State of Colorado, personally appeared_____, known to me personally to be the person(s) whose signature(s) appear hereon and who subscribed their signatures(s) in my presence this ____ day of_____ 20__.

Witness my hand and official seal. My
commission expires:

(SEAL)

Notary Public
Address:

SURETY’S CONSENT TO FINAL PAYMENT

The undersigned surety agrees to release the City of Boulder (the “City”) for liability for claims filed against Contractor pursuant to Section 38-26-107, C.R.S., by any supplier within ninety (90) days of the final settlement as set forth in Section 512, Procedure for Withholding All or Part of Final Payment, of the General Conditions.

The undersigned surety further agrees to release the City for liability for claims filed against Contractor pursuant to Sections 38-26-105 and 106, C.R.S., by any person who supplied equipment or materials or performed labor for the work within six (6) months following the date of substantial completion.

The undersigned surety further agrees to release the City for liability for claims filed against the City within six months of the date of substantial completion by third persons because of personal or property damage suffered by such claimants pursuant to Section 513, Waiver of Claims Upon Final Payment.

In consideration therefor, the City agrees to make final payment to Contractor of all amounts which have been retained by the City, except such amounts which are the subject of a dispute between the City and Contractor.

Signed:

City Manager

Date

City Attorney

Date

Surety

Date

By: _____
Attorney-in-Fact

EXHIBIT D

JOC SPECIAL CONDITIONS AND PROCEDURE FOR ORDERING WORK

1. DEFINITIONS

- 1.1. Adjustment Factor - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog[®].
- 1.2. Award Criteria Figure - The sum of the extended totals as calculated in the on the Bid Form, which is used for the purposes of determining the lowest Bid.
- 1.3. Base Term - The initial period of the Contract and does not include any Option Terms.
- 1.4. Construction Task Catalog[®] - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. Detailed Scope of Work - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. Estimated Annual Value - An estimate of the value of Job Orders that could be issued to the Contractor each year.
- 1.7. Job Order - A written order issued by the City requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- 1.8. Job Order Completion Time - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. Job Order Price - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.10. Job Order Proposal - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- 1.11. Joint Scope Meeting - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.12. Non-Prepriced Task - A task that is not set forth in the Construction Task Catalog[®].
- 1.13. Normal Working Hours - Includes the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for City holidays.
- 1.14. Other Than Normal Working Hours - Includes the hours of 5:00 p.m. to 8:00 a.m. Monday through Friday and all day Saturday, Sunday, and City holidays.
- 1.15. Option Term- An additional period of time beyond the Contract Term which extends the termination date of the Contract.

- 1.16. Prepriced Task - A task set forth in the Construction Task Catalog[®], which includes a description of the task, a unit of measure, and a unit price.
- 1.17. Price Proposal - A document prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
- 1.18. Project - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.19. Request for Job Order Proposal - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.20. Supplemental Job Order - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- 1.21. Technical Specifications - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.22. Unit Price - The unit price published in the Construction Task Catalog[®] for a Prepriced Task.

2. CONTRACTOR SELECTION

- 2.1. The City may award an individual Project to any awarded contractor. The City will select the contractor in accordance with the established procedures and based on one or more of the following criteria:
 - 2.1.1. Rotational selection among all awarded contractors, unless otherwise determined by the City.
 - 2.1.2. Contractor's experience with similar type work, project size, construction management challenges, construction schedule, etc.
 - 2.1.3. Contractor's performance in developing Job Orders and completing Projects.
 - 2.1.4. Balancing Job Order volume among contractors.
 - 2.1.5. Limitations posed by bonding capacity of the contractors.
 - 2.1.6. Price, as determined by the Adjustment Factors of the contractors.
 - 2.1.7. Other appropriate criteria as deemed in the best interest of the City.

3. PROCEDURE FOR ORDERING WORK

3.1. CONDUCT THE JOINT SCOPE MEETING

- 3.1.1. As the need exists, the City will notify the Contractor of a potential Project and schedule a Joint Scope Meeting.

- 3.1.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.
- 3.1.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
 - 3.1.3.1. The work to be performed
 - 3.1.3.2. Presence of hazardous materials
 - 3.1.3.3. Job Order specific Insurance (if any)
 - 3.1.3.4. Required permits – including drawings for permits
 - 3.1.3.5. Long lead time materials
 - 3.1.3.6. Protocol for workers entering the site
 - 3.1.3.7. Staging area and areas that are off-limits
 - 3.1.3.8. Construction schedule and work hours – with critical milestones and phasing requirements
 - 3.1.3.9. Controlled inspections, testing requirements
 - 3.1.3.10. Value Engineering suggestions
 - 3.1.3.11. Organization of Price Proposal – by location, by corner, etc.
 - 3.1.3.12. Due Date for Detailed Scope of Work and for Price Proposal

4. PREPARE THE DETAILED SCOPE OF WORK

- 4.1. After the Joint Scope Meeting, the City will prepare a draft Detailed Scope of Work which will reference any drawings, specifications, sketches, photographs, and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the City will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same.
- 4.2. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

- 4.3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

5. PREPARE THE JOB ORDER PROPOSAL

- 5.1. The Contractor will prepare a Job Order Proposal including:

- 5.1.1. Price Proposal;
- 5.1.2. Support documentation for Non-Prepriced Tasks;
- 5.1.3. Construction Schedule;
- 5.1.4. List of anticipated Subcontractors including Underserved Business Certifications if applicable. See Notice to Bidders for additional information on City's Underserved Business Program;
- 5.1.5. Other requested documents.

- 5.2. The Contractor will prepare Price Proposals in accordance with the following:

- 5.2.1. Prepriced Task: The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.

- 5.2.2. Non Pre-priced Task:

- 5.2.2.1. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog[®]. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The City may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the City with a written explanation. If the explanation is accepted by the City, the Contractor may provide less than three quotes.

- 5.2.2.2. Information submitted in support of Non-Prepriced Tasks may include catalog cuts, technical data, drawings, or other information as required.

- 5.2.2.3. After the cost for a Non Prepriced Task has been approved, the City may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The City reserves the right to request the Contractor provide current quotes for any Non Prepriced Task approved previously.

5.2.2.4. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

- 5.3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the City may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
- 5.4. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid without mark-up.
- 5.5. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.
- 5.6. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.
- 5.7. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the City requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.
- 5.8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- 5.9. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven days, or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

- 5.10. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the City. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
- 5.11. For purposes of Using the Construction Task Catalog[®], the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.

6. REVIEW THE JOB ORDER PROPOSAL

- 6.1. The City will review the Job Order Proposal.
- 6.2. All incomplete Job Order Proposals shall be rejected.
- 6.3. The City will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
- 6.4. The Contractor may choose the means and methods of construction. Provided, however, the City may reject any means and methods proposed by the Contractor that:
 - 6.4.1. Will constitute or create a hazard to persons or property;
 - 6.4.2. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
 - 6.4.3. Unnecessarily increases the Job Order Price when alternative means and methods are available.
- 6.5. By submitting a Job Order Proposal to the City, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
- 6.6. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the City.

7. ISSUE THE JOB ORDER

- 7.1. If the Job Order Proposal is found to be complete and accurate, the City may issue a Job Order to the Contractor.
- 7.2. The Job Order signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal.
- 7.3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of

the approved Price Proposal.

- 7.4. All clauses of this Contract shall apply to each Job Order.
- 7.5. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 7.6. The City, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
- 7.7. The City may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing, or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the City. The City may perform such work by other means.
- 7.8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work,

8. CHANGES IN THE WORK

- 8.1. The City, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 8.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 8.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

9. LIQUIDATED DAMAGES

- 9.1. At the sole discretion of the City, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

Value of Job Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$1,000/Day

10. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.

On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.

The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the City shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

11. MATERIAL PRICE SPIKE ADJUSTMENT

Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 20% above what the cost of that material was on the date the Construction Task Catalog® was issued.

11.1. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,

- a) identify the specific material that has experienced a major spike,
- b) identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
- c) demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog[®] was issued times the quantity stated in the Job Order. The adjustment will not include any other markup.

The County, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.

12. KEY PERSONNEL

- 12.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the City and shall have a cell phone at which he or she can be reached at all times.
- 12.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the City of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the City, the Contractor is not providing a sufficient level of supervision, the City may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the City.

13. LICENSE REQUIREMENTS

- 13.1. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations, or rules. The Contractor shall upon request at any time during the term of this Contract submit to the City evidence that it and its subcontractors hold the required licenses.

14. AS-BUILT DRAWINGS

- 14.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

15. JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

- 15.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution[™] includes Gordian's proprietary JOC Software Applications, construction cost data, and Construction Task

Catalog[®], which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the City. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee (License Fee) on all Job Orders issued to obtain access to the Gordian JOC Solution[™]. The License Fee is to be included in the Contractor's Adjustment Factors.

16. INTERLOCAL JOINT PURCHASING AGREEMENT

- 16.1. R-24-110-01 allows cooperative purchasing between public agencies in the State of Colorado. Other agencies or members of cooperative purchasing entities ("Entities") as specified by the City of Boulder as the County of Boulder may purchase construction services from the Contractor utilizing this contract. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 5.00% license fee due and payable within five (5) days from the date the Contractor receives payment from an Entity.
- 16.2. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Boulder may wish to procure the goods and/or services herein offered by the selected Contractor. The selected Contractor shall have the option of extending the same cost, terms, and conditions offered to the City of Boulder to other public agencies under a separate agreement, contract, or purchase order(s). The City of Boulder is not liable in any regard for such agreement, contracts, or purchase orders.
- 16.3. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Boulder accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases..

17. ORDER OF PRECEDENCE

Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:

- 17.1. Contract Amendments (later takes precedence over earlier)
- 17.2. Agreement, including Adjustment Factors
- 17.3. RFP/RFB Addenda (later takes precedence over earlier)
- 17.4. JOC Supplemental Conditions
- 17.5. Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)
- 17.6. RFB/RFP
- 17.7. General Terms and Conditions

17.8. The Construction Task Catalog®

17.9. Technical Specifications

Exhibit B
("Work Order")

Work Order Signature Document

EZIQC Contract No.: 20221102-9547			
<input type="checkbox"/> New Work Order		<input checked="" type="checkbox"/> Modify an Existing Work Order	
Work Order Number.:	24-BoulderPLD-0001.000	Work Order Date:	<u>05/30/2024</u>
Work Order Title:	NOBO library - playground		
Owner Name:	<u>Boulder Public Library District</u>	Contractor Name:	<u>JOC Construction, LLC</u>
Contact:	<u>Celine Cooper</u>	Contact:	<u>KiryI Kavalenka</u>
Phone:	<u>303.303.3030</u>	Phone:	<u>(404) 780-6247</u>

Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No 20221102-9547.	
<u>Brief Work Order Description:</u>	

Time of Performance	Estimated Start Date:
	Estimated Completion Date:
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>

Work Order Firm Fixed Price: \$1,137,534.15
Owner Purchase Order Number:

Approvals

Owner Date _____ Date
Contractor

Detailed Scope of Work

To: Kiryl Kavalenka
JOC Construction, LLC
1954 Airport Road Suite 235
Chamblee, GA 30341
(404) 780-6247

From: Celine Cooper
Boulder Public Library District
1001 Arapahoe
Boulder, CO 80302
303.303.3030

Date Printed: May 30, 2024

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Brief Scope:

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work must be entered into eGordian in order to issue a Request for Proposal

Subject to the terms and conditions of JOC Contract **20221102-9547**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: May 30, 2024

Re: IQC Master Contract #: 20221102-9547
Work Order #: 24-BoulderPLD-0001.000
Owner PO #:
Title: NOBO library - playground
Contractor: JOC Construction, LLC
Proposal Value: \$1,137,534.15

Section - 01	\$255,785.80
Section - 02	\$14,946.28
Section - 03	\$53,956.36
Section - 05	\$2,281.95
Section - 07	\$1,423.22
Section - 09	\$672,657.32
Section - 11	\$13,120.34
Section - 22	\$7,847.58
Section - 31	\$21,760.50
Section - 32	\$81,703.81
Section - 33	\$12,050.99
Proposal Total	\$1,137,534.15

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 59.13%

Contractor's Price Proposal - Detail

Date: May 30, 2024

Re: IQC Master Contract #: 20221102-9547
 Work Order #: 24-BoulderPLD-0001.000
 Owner PO #:
 Title: NOBO library - playground
 Contractor: JOC Construction, LLC
 Proposal Value: \$1,137,534.15

Sect.	Item	Mod.	UOM	Description	Line Total														
Labor	Equip.	Material	(Excludes)																
Section - 01																			
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$6,957.08														
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>6,957.08</td> <td>x</td> <td>1.00</td> <td>x</td> <td>1.0000</td> <td>6,957.08</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		6,957.08	x	1.00	x	1.0000	6,957.08	
Installation	Quantity		Unit Price	Factor	=	Total													
	6,957.08	x	1.00	x	1.0000	6,957.08													
				Builders Risk Fees.															
2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$21,473.61														
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>21,473.61</td> <td>x</td> <td>1.00</td> <td>x</td> <td>1.0000</td> <td>21,473.61</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		21,473.61	x	1.00	x	1.0000	21,473.61	
Installation	Quantity		Unit Price	Factor	=	Total													
	21,473.61	x	1.00	x	1.0000	21,473.61													
				City of Boulder Fees Reimbursement.															
3	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$5,475.69														
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>5,475.69</td> <td>x</td> <td>1.00</td> <td>x</td> <td>1.0000</td> <td>5,475.69</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		5,475.69	x	1.00	x	1.0000	5,475.69	
Installation	Quantity		Unit Price	Factor	=	Total													
	5,475.69	x	1.00	x	1.0000	5,475.69													
				Pollution Fee															
4	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$22,031.89														
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>22,031.89</td> <td>x</td> <td>1.00</td> <td>x</td> <td>1.0000</td> <td>22,031.89</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		22,031.89	x	1.00	x	1.0000	22,031.89	
Installation	Quantity		Unit Price	Factor	=	Total													
	22,031.89	x	1.00	x	1.0000	22,031.89													
				Bond Fees															
5	01 22 20 00 0006		HR	Carpenter For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$11,425.87														
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>160.00</td> <td>x</td> <td>60.58</td> <td>x</td> <td>1.1788</td> <td>11,425.87</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		160.00	x	60.58	x	1.1788	11,425.87	
Installation	Quantity		Unit Price	Factor	=	Total													
	160.00	x	60.58	x	1.1788	11,425.87													
				(2) Carpenters for 40 hours each for 2 weeks to install all owner directed wood products to include all IPE slats, seat wall, and fence.															

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 01

6	01 22 20 00 0015	HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.				\$30,629.94
		Installation	Quantity	Unit Price	Factor	Total	
			640.00 x	40.60 x	1.1788 =	30,629.94	
		(2) Labors onsite for 2 months to maintain erosion control measures, clean and sweep roadway, offload tools and materials, conduct traffic control as needed, conduct Owner directed tasks, and remove trash and debris					
7	01 22 20 00 0030	HR	Sprinkler Installer For tasks not included in the Construction Task Catalog® and as directed by owner only.				\$4,022.07
		Installation	Quantity	Unit Price	Factor	Total	
			40.00 x	85.30 x	1.1788 =	4,022.07	
		Sprinkler to reconfigure exiting system.					
8	01 22 20 00 0049	MI	Mileage For Professional Services (Engineering, Surveying, Etcetera) For use only when the Owner directs the contractor to use personnel whose base of operations is more than 100 miles from the site. Quantity shall be miles that exceed 100.				\$311.20
		Installation	Quantity	Unit Price	Factor	Total	
			400.00 x	0.66 x	1.1788 =	311.20	
		Mileage reimbursement for survey, locates, and staking throughout the duration of the project.					
9	01 22 20 00 0052	HR	Project Manager				\$3,801.63
		Installation	Quantity	Unit Price	Factor	Total	
			20.00 x	161.25 x	1.1788 =	3,801.63	
		Project management time allocated to permit submission and RFIs.					
10	01 22 20 00 0059	HR	Engineer				\$1,591.38
		Installation	Quantity	Unit Price	Factor	Total	
			10.00 x	135.00 x	1.1788 =	1,591.38	
		Engineer to draft formal As-Built documentation at completion of project per Owner.					
11	01 22 23 00 0284	MO	2,000 To 2,400 LB Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator				\$32,242.80
		Installation	Quantity	Unit Price	Factor	Total	
			2.00 x	13,676.11 x	1.1788 =	32,242.80	
		Heavy equipment needed to grade and civil scope of work.					
12	01 22 23 00 0292	WK	Hydraulic Hammer Attachment For Skid-Steer Loaders				\$1,232.92
		Installation	Quantity	Unit Price	Factor	Total	
			1.00 x	1,045.91 x	1.1788 =	1,232.92	
		Breaker attachment for skid steer to conduct concrete pavement demo.					
13	01 22 23 00 0302	MO	Broom Attachment For Skid-Steer Loaders				\$2,502.92
		Installation	Quantity	Unit Price	Factor	Total	
			2.00 x	1,061.64 x	1.1788 =	2,502.92	
		Broom attachment for skid steer for duration of project to maintain parking lot and driveway areas from influx of construction vehicles.					
14	01 22 23 00 0307	WK	Auger Attachment (Excludes Bits And Extensions) For Skid-Steer Loaders				\$419.00
		Installation	Quantity	Unit Price	Factor	Total	
			1.00 x	355.45 x	1.1788 =	419.00	
		Auger attachment for skid steer to accommodate installation of playground equipment footers and bases.					
15	01 22 23 00 0379	MO	6 To 11 CY Hydraulic Excavator With Full-Time Operator				\$41,604.23
		Installation	Quantity	Unit Price	Factor	Total	
			1.00 x	35,293.71 x	1.1788 =	41,604.23	
		Heavy equipment is required to grade and excavate the site to the planned elevations and to set boulders and other miscellaneous exterior improvement items as directed by the Owner.					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 01

16	01 22 23 00 0399	WK	36" Compaction Wheel Attachment For Hydraulic Excavators						\$2,023.76
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	858.40	1.1788		2,023.76		
			x	x					
			Compaction attachment for excavator to allow for proper compaction of aggregates prior to concrete, PIP surfacing, and EWF.						
17	01 22 23 00 0676	MO	6.5 KW, 13 HP Gas Powered Generator Set	Fuel consumption: 100% load –					\$851.21
			0.975 gallons per hour						
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	722.10	1.1788		851.21		
			x	x					
			External generator to provide power on site for power tools and other equipment through the duration of the project.						
18	01 22 23 00 0820	EA	Fuel Reimbursement For Generators	Purchases made by the contractor for fuel					\$1,178.80
			will be reimbursed to the Contractor at the actual cost of the purchase, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The base cost of the purchase is \$1.00, quantity will adjust cost to actual purchase cost; i.e., quantity of 125 = \$125.00 purchase. If there are multiple purchases, each one shall be listed separately with a comment in the "note" block to identify the purchase.						
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,000.00	1.00	1.1788		1,178.80		
			x	x					
			Compensation for fuel expenses incurred in running an external generator.						
19	01 22 23 00 0883	DAY	2,000 PSI Pressure Washer With Full-Time Operator						\$1,548.85
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	656.96	1.1788		1,548.85		
			x	x					
			Perform pressure washing of entire construction area upon completion of the project.						
20	01 22 23 00 1038	MO	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator						\$16,389.81
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	13,903.81	1.1788		16,389.81		
			x	x					
			Utilize equipment for loading and unloading deliveries throughout the duration of the project.						
21	01 22 23 00 1440	WK	13 CY Rear Dump Truck With Full-Time Truck Driver						\$13,454.47
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	5,706.85	1.1788		13,454.47		
			x	x					
			Equipment and labore to remove existing crusher fines.						
22	01 45 23 00 0005	EA	6" Compaction Curves Soils Test, ASTM D-1557, Field Soils Test						\$6,486.70
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	550.28	1.1788		6,486.70		
			x	x					
			Field compaction testing by a 3rd party testing agency prior to installing concrete, PIP surfacing, or EWF.						
23	01 45 23 00 0007	EA	Soils Classification Test, ASTM D-2487, Field Soils Test						\$778.40
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	660.33	1.1788		778.40		
			x	x					
			Soil proctor by 3rd party agency at beginning of project.						
24	01 45 23 00 0065	EA	Concrete Slump Test, ASTM C143						\$648.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	55.03	1.1788		648.69		
			x	x					
			Concrete slump tests by 3rd party agency during pouring operations to ensure quality.						
25	01 45 23 00 0066	EA	Concrete Air Content Test, ASTM C138, ASTM C173, Or ASTM C231						\$648.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	55.03	1.1788		648.69		
			x	x					
			Concrete Air tests by 3rd party agency during pouring operations to ensure quality.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 01

26	01 54 23 00 0048	SF	5/16" CD Grade Plywood, Temporary Lumber						\$577.14
		Installation	Quantity	Unit Price	Factor	=	Total		
			320.00	1.53	1.1788		577.14		
			Temporary plywood used to protect existing finishes and hardscapes from construction equipment and operations.						
27	01 55 26 00 0020	CLF	2" Exterior Vinyl Tape (Warning Tape)						\$145.23
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	12.32	1.1788		145.23		
			Safety tape to warn pedestrians and meet required OSHA regulations.						
28	01 55 26 00 0030	MO	28" Cone With Reflective Collar						\$363.07
		Installation	Quantity	Unit Price	Factor	=	Total		
			40.00	7.70	1.1788		363.07		
			20 cones for 2 months on the project. Material cost only.						
29	01 55 26 00 0120	MO	Aluminum Sign And A Frame Stand						\$198.85
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	56.23	1.1788		198.85		
			Traffic signs for road closures and traffic control.						
30	01 56 26 00 0005	LF	Temporary 6' High Chain Link Fence And Posts, Up To 6 Months						\$2,289.82
		Installation	Quantity	Unit Price	Factor	=	Total		
			375.00	5.18	1.1788		2,289.82		
			Set up a temporary fence around the project for safety and temporary access control to mitigate pedestrians entering the construction site.						
31	01 56 26 00 0035	EA	12' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months						\$1,029.26
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	436.57	1.1788		1,029.26		
			Install gates within the temporary construction fences to facilitate entry for personnel onto the site.						
32	01 56 26 00 0158	BAG	Temporary Chain Link Fence Panels (Portable) SandbagIncludes placement and removal.						\$287.33
		Installation	Quantity	Unit Price	Factor	=	Total		
			65.00	3.75	1.1788		287.33		
			Sandbags to secure and stabilize temporary fence for duration of the project.						
33	01 58 13 00 0012	EA	Up To 8 SF, One Or Two Color Design, Non-Reflectorized, MDO Plywood Sign						\$897.30
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	190.30	1.1788		897.30		
			Display safety signage throughout the project site to communicate important safety information.						
34	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.						\$1,160.19
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	328.07	1.1788		1,160.19		
			Mobilization of small tools and equipment to complete Owner directed tasks.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 01

35	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						\$4,554.25
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	1,287.82	1.1788		4,554.25		
		Mobilization of large equipment and tools to complete Owner directed tasks.							
36	01 71 23 16 0006	ACR	Conventional Topographic Survey Of Highly Developed Areas , Sidewalks, Etcetera (>65% Buildings)						\$1,677.92
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.35	4,066.90	1.1788		1,677.92		
		Formal survey to ensure elevations are correct. This will also be necessary to provide as-builts.							
37	01 71 23 16 0016	ACR	Survey Clear Area For Underground Utilities						\$1,034.12
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.35	2,506.48	1.1788		1,034.12		
		Locates of underground utilities prior to excavating to ensure safety and safe guard existing utilities.							
38	01 74 19 00 0016	EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$1,845.06
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	782.60	1.1788		1,845.06		
		Dumpsters for duration of the project.							
39	01 74 19 00 0018	MO	Rampless Concrete Washout BinIncludes delivery.						\$1,704.12
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	481.88	1.1788		1,704.12		
		Concrete washout stations for duration of project based on concrete volume.							
40	01 74 19 00 0021	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.						\$4,729.02
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	1,337.24	1.1788		4,729.02		
		Cleaning and maintenance of concrete washout stations.							
41	01 74 19 00 0035	CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee						\$3,259.25
		Installation	Quantity	Unit Price	Factor	=	Total		
			93.00	29.73	1.1788		3,259.25		
		Dump fees for site exported spoils and debris.							
42	01 74 19 00 0037	CYM	Hauling On Paved Roads, First 15 Miles						\$302.26
		Installation	Quantity	Unit Price	Factor	=	Total		
			333.00	0.77	1.1788		302.26		
		Hauling on roads charge.							

Subtotal for Section - 01 **\$255,785.80**

Section - 02

43	02 41 13 13 0043	SF	>3" To 6" By Hand, Break-up And Remove Concrete Paving						\$3,810.49
		Installation	Quantity	Unit Price	Factor	=	Total		
			890.50	3.63	1.1788		3,810.49		
		Demo of existing concrete sidewalk to accommodate new makerspace.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 02

44	02 41 16 13 0061	CF	Concrete Footing For Fence, Gate Or Playground Equipment Post, Etc. DemolitionIncludes excavation.						\$6,694.71	
		Installation	Quantity	Unit Price	Factor	=	Total			
			641.00	8.86	1.1788		6,694.71			
			x	x						
			Footings for Fence.							
45	02 41 16 13 0061 0075	MOD	For >405 To 810, Deduct						-\$1,171.20	
		Installation	Quantity	Unit Price	Factor	=	Total			
			641.00	-1.55	1.1788		-1,171.20			
			x	x						
46	02 41 19 13 0010	LF	Concrete And Asphalt Up To 4" Depth, Saw Cut In Streets						\$1,832.92	
		Installation	Quantity	Unit Price	Factor	=	Total			
			730.00	2.13	1.1788		1,832.92			
			x	x						
			Saw cutting of control joints in all concrete to negate cracking.							
47	02 41 19 13 0010 0030	MOD	For Each Additional Pass (Depth To 3"), Add						\$628.18	
		Installation	Quantity	Unit Price	Factor	=	Total			
			730.00	0.73	1.1788		628.18			
			x	x						
48	02 41 19 13 0226	IN	5/8" Diameter Drilling In Concrete Per Inch Of Depth						\$882.69	
		Installation	Quantity	Unit Price	Factor	=	Total			
			576.00	1.30	1.1788		882.69			
			x	x						
			Perform drilling to install dowels into the existing surrounding concrete.							
49	02 41 19 13 0292	EA	Core Drill Minimum ChargeFor projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth" or "Drilling In Wood Or Plastic Per Inch Of Depth".						\$726.19	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	616.04	1.1788		726.19			
			x	x						
			Core drilling min charge.							
50	02 41 19 13 0339	EA	Cutouts Minimum Charge						\$223.22	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	189.36	1.1788		223.22			
			x	x						
			Cutouts in existing sidewalk to accommodate new footprint of makerspace.							
51	02 62 16 00 0053	LF	4" Diameter, Schedule 40, 2 To 4 Rows Of Slots						\$1,319.08	
		Installation	Quantity	Unit Price	Factor	=	Total			
			75.00	14.92	1.1788		1,319.08			
			x	x						
			Perforated slotted underdrain in new playground area per detail #1 on plan sheet L5.0.							

Subtotal for Section - 02

\$14,946.28

Section - 03

52	03 05 13 00 0015	CY	1-1/2 LB/CY Polyethylene, Polypropylene, Nylon, Synthetic Plastic Fibers, Concrete Admixture						\$2,432.57	
		Installation	Quantity	Unit Price	Factor	=	Total			
			110.00	18.76	1.1788		2,432.57			
			x	x						
			Fibermesh admixture for concrete slabs.							
53	03 11 13 00 0003	SF	Continuous Footings Foundation Wood Formwork						\$1,344.78	
		Installation	Quantity	Unit Price	Factor	=	Total			
			230.00	4.96	1.1788		1,344.78			
			x	x						
			Forming of concrete planter wall footer, turn down edge at PIP and sand area.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 03

54	03 11 13 00 0003	0002	MOD	For Foundations >8' Below Grade, Add						\$222.32	
				Installation	Quantity	Unit Price	Factor	=	Total		
					230.00	0.82	1.1788	x	222.32		
55	03 11 13 00 0009		LF	Up To 6" High Slab Edge and Block-Out Wood Formwork						\$1,561.67	
				Installation	Quantity	Unit Price	Factor	=	Total		
					360.00	3.68	1.1788	x	1,561.67		
				Forming of all 6" slabs on grade.							
56	03 11 13 00 0009	0002	MOD	For Foundations >8' Below Grade, Add						\$271.60	
				Installation	Quantity	Unit Price	Factor	=	Total		
					360.00	0.64	1.1788	x	271.60		
57	03 11 13 00 0009	0003	MOD	For Curved Formwork, Add						\$547.43	
				Installation	Quantity	Unit Price	Factor	=	Total		
					360.00	1.29	1.1788	x	547.43		
58	03 11 13 00 0011		SF	>12" High Slab Edge and Block-Out Wood Formwork						\$4,447.61	
				Installation	Quantity	Unit Price	Factor	=	Total		
					550.00	6.86	1.1788	x	4,447.61		
				Forming of seat wall, raised curb wall, and planter wall in preparation for concrete.							
59	03 11 13 00 0011	0002	MOD	For Foundations >8' Below Grade, Add						\$758.56	
				Installation	Quantity	Unit Price	Factor	=	Total		
					550.00	1.17	1.1788	x	758.56		
60	03 11 13 00 0011	0003		For Curved Formwork, Add						\$1,510.63	
				Installation	Quantity	Unit Price	Factor	=	Total		
					550.00	2.33	1.1788	x	1,510.63		
61	03 15 16 00 0025		LF	1/2" x 6" Asphalt Saturated Fiber, Premolded Expansion Joint						\$528.10	
				Installation	Quantity	Unit Price	Factor	=	Total		
					200.00	2.24	1.1788	x	528.10		
				Expansion joints for where new slabs with meet the building per detail #3 on plan sheet CD3.0.							
62	03 21 11 00 0081		LF	#4, Grade 40, Footings, Steel Reinforcement Bar						\$9,716.68	
				Installation	Quantity	Unit Price	Factor	=	Total		
					10,434.00	0.79	1.1788	x	9,716.68		
				Reinforcement steel for concrete.							
63	03 21 11 00 0243		EA	5/8" Diameter x 24" Long, Deformed Straight Dowel						\$174.84	
				Installation	Quantity	Unit Price	Factor	=	Total		
					48.00	3.09	1.1788	x	174.84		
				Dowels to connect new turned down edge to existing sidewalk per note #1 on detail #1 on plan sheet CD3.0.							
64	03 31 13 00 0037		CY	Up To 6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.						\$28,455.29	
				Installation	Quantity	Unit Price	Factor	=	Total		
					120.00	201.16	1.1788	x	28,455.29		
				This line item covers all of the concrete work to be conducted on the site to include the following:							
				•SOG							
				•Seat Wall							
				•Planter Wall							
				•Footers							
				•Turn Down Edges							
				•Ramps							
				•Raised curb walls							
65	03 31 13 00 0037	0031	MOD	For 4,000 PSI Concrete, Add						\$2,225.10	
				Installation	Quantity	Unit Price	Factor	=	Total		
					120.00	15.73	1.1788	x	2,225.10		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000
Work Order Title: NOBO library - playground

Section - 03

66	03 31 13 00 0037	0041		For >20 To 50, Add						\$161.50
			Installation	Quantity	Unit Price	Factor	=	Total		
				50.00	2.74	1.1788		161.50	x	
67	03 31 13 00 0037	0042	MOD	For >100 To 200, Deduct						-\$568.65
			Installation	Quantity	Unit Price	Factor	=	Total		
				120.00	-4.02	1.1788		-568.65	x	
68	03 35 13 00 0004		SF	Broom, Concrete Floor Finish						\$68.49
			Installation	Quantity	Unit Price	Factor	=	Total		
				70.00	0.83	1.1788		68.49	x	
				Broom finish of light duty concrete slabs for non-slip purposes.						
69	03 35 13 00 0004	0050		For Up To 100, Add						\$97.84
			Installation	Quantity	Unit Price	Factor	=	Total		
				50.00	1.66	1.1788		97.84	x	

Subtotal for Section - 03 **\$53,956.36**

Section - 05

70	05 15 16 00 0039		LF	1/4" Diameter, 6x37, Fiber Core (FC), Extra Improved Plow Steel (EIPS), Bright Finish, Wire Rope						\$264.52
			Installation	Quantity	Unit Price	Factor	=	Total		
				170.00	1.32	1.1788		264.52	x	
				1/4" Galvanized wire for the landscaping fence.						
71	05 15 16 00 0107		EA	1/4" Diameter, Galvanized Steel, Wire Rope Clip						\$275.95
			Installation	Quantity	Unit Price	Factor	=	Total		
				17.00	13.77	1.1788		275.95	x	
				Center crimp clip for each fence section based on detail #9 on plan sheet L5.0.						
72	05 15 16 00 0172		EA	1/4" x 4", Forged Steel, Jaw And Jaw Turnbuckle						\$1,189.50
			Installation	Quantity	Unit Price	Factor	=	Total		
				12.00	84.09	1.1788		1,189.50	x	
				(4) turnbuckles per new fencing section based on detail #9 on plan sheet L5.0.						
73	05 52 13 00 0007		LF	2-1/2" Diameter, Schedule 40, One Rail, Up To 42" High, Welded Steel Pipe Railing						\$551.98
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	43.36	1.1788		51.11	x	
			Demolition	Quantity	Unit Price	Factor	=	Total		
				70.00	6.07	1.1788		500.87	x	
				Demo and removal of existing metal handrail to accommodate new makerspace.						

Subtotal for Section - 05 **\$2,281.95**

Section - 07

74	07 92 13 00 0009		CLF	1/2" x 1/2" Joint, Silicone Sealant And Caulking						\$1,423.22
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	402.45	1.1788		1,423.22	x	
				Joint sealant at concrete expansion joints.						

Subtotal for Section - 07 **\$1,423.22**

Section - 09

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000
Work Order Title: NOBO library - playground

Section - 09

75	09 00 00 00 0000	EA	Wausau Tile Bench							\$7,551.23
		NPP	Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	5,859.12	1.2888		7,551.23		
			Non-prepriced line item based on direct costs from WAUSAU Tile to furnish specified equipment. Equipment included is as follows:							
			<ul style="list-style-type: none"> • (3) TF5076 96"x18"x18" Precast Concrete benches. • (2) TF5113 72"x18"x18" Precast Concrete benches. (Acid washed or weatherstone color & finish) 							
76	09 00 00 00 1112	EA	Star Playground							\$334,228.40
		NPP	Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	259,333.02	1.2888		334,228.40		
			Non-prepriced line item based on direct costs from Star Playgrounds to furnish and install specified equipment. Equipment included is as follows:							
			<ul style="list-style-type: none"> • (1) Earthscape Log Tangle Main Playground. • (2) Wobble Board small round • (1) Small round • (1) Large round • (2) Log Stepper 300 • (4) Log Stepper 450 • (1) PW1158 Playground Accessible Whirl 							
77	09 00 00 00 1113	EA	Recreation Plus							\$278,288.01
		NPP	Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	215,928.00	1.2888		278,288.01		
			Non-prepriced line item based on direct costs from Recreation Plus to furnish and install specified equipment. Equipment included is as follows:							
			<ul style="list-style-type: none"> • (1) Rolling Bells - part SEN30170125 by Goric. • (1) Stone Abacus with Steel Posts - Part SEN07010490SS by Goric. • (1) Tatonka Poured-in-Place Rubber surfacing. • Fibar SYS-100 w/ Fibar felt weed barrier • (2) Single Post 14'x14' Hypar Shade Sails • (2) USA Shade Structure Equal to Skyways "jointed 3-point shade sail" 48'x23' 							
78	09 00 00 00 1114	EA	Keystone Ridge Equipment							\$52,589.68
		NPP	Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	40,805.15	1.2888		52,589.68		
			Non-prepriced line item based on direct costs from Keystone Ridge Designs to furnish specified equipment. Equipment included is as follows:							
			<ul style="list-style-type: none"> • (2) Enzo Benches with back and 6' IPE slats "sparkle silver" with E-coat protective primer coating. • (2) 32gal. Creekview square litter receptacles with door, IPE slats, adjustable legs, attached angled elevated lid with IPE slats "sparkle silver" with keyshieldart powdercoat finish and E-coat protective coating. • (2) PNCU6-1-40-PENN table sets 40" round table tops with umbrella holes, 2 curved flat seats with IPE slats, table legs to be manufactured from 2" round schedule 40 "sparkle silver" with E-coat protective coating. • (1) Custom CEZ16 flat curved Enzo bench 38' long IPE seat, Top wall mount, bench to be manufactured in 6 sections and bolted together. 10 arms total and one back on one section of the curved parts of the bench. Includes all SS hardware. "sparkle silver" with E-coat protective coating. 							

Subtotal for Section - 09 **\$672,657.32**

Section - 11

79	11 68 13 00 0003	PR	Ground Socket For 2-3/8" Post For Playground Equipment							\$8,629.11
			Installation	Quantity	Unit Price	Factor	=	Total		
				35.00	209.15	1.1788		8,629.11		
			Furnish and install of ground sockets for mounting all playground equipment securely into the ground.							
80	11 68 13 00 0456	LF	TuffTurf Geotextile Fabric, (12 1/2' Wide Roll), Order an Additional 20% for Overlap/Waste, per LF (Landscape Structures® 109694A)							\$4,491.23
			Installation	Quantity	Unit Price	Factor	=	Total		
				500.00	7.62	1.1788		4,491.23		
			Geotextile fabric under new EWF at the playground per detail #1 on plan sheet L5.0.							

Subtotal for Section - 11 **\$13,120.34**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 22

81	22	13	16	00	0512	LF	8" Underground Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe Assembly Includes all fittings and couplings. Fittings are assumed every 20'. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.					\$7,847.58
						Installation	Quantity	Unit Price	Factor	=	Total	
							86.00	77.41	1.1788		7,847.58	
							New underground PVC storm drain piping.					

Subtotal for Section - 22 **\$7,847.58**

Section - 31

82	31	05	13	00	0004	CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand					\$972.16
						Installation	Quantity	Unit Price	Factor	=	Total	
							15.00	54.98	1.1788		972.16	
							Provide and install sand for the designated sand play area.					
83	31	05	16	00	0005	CY	#5 Stone Aggregate Fill (1/2" To 1" Clean)					\$1,042.25
						Installation	Quantity	Unit Price	Factor	=	Total	
							16.00	55.26	1.1788		1,042.25	
							Compaction aggregate under new concrete slabs and sidewalks.					
84	31	05	16	00	0005	0054	MOD	For >8 To 16, Add				\$104.30
						Installation	Quantity	Unit Price	Factor	=	Total	
							16.00	5.53	1.1788		104.30	
85	31	05	16	00	0008	CY	#57 Stone Aggregate Fill (3/8" To 1")					\$1,685.87
						Installation	Quantity	Unit Price	Factor	=	Total	
							24.00	59.59	1.1788		1,685.87	
							Aggregate fill for new drain trenches prior to backfilling, and overlot grading.					
86	31	23	16	13	0008	CY	Excavation For Trenching By Hand In Loose Rock Or Compacted Aggregate Includes stockpiling excess materials and trimming sides and bottom of trench.					\$3,249.69
						Installation	Quantity	Unit Price	Factor	=	Total	
							26.00	106.03	1.1788		3,249.69	
							Excavate for the installation of new drain lines and daylight the existing storm drain for proper tie-in.					
87	31	23	16	13	0014	CY	Compaction of Fill or Subbase for Trenches by Hand					\$593.67
						Installation	Quantity	Unit Price	Factor	=	Total	
							26.00	19.37	1.1788		593.67	
							Compaction of drain trenches.					
88	31	23	16	33	0009	CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine					\$1,738.95
						Installation	Quantity	Unit Price	Factor	=	Total	
							333.00	4.43	1.1788		1,738.95	
							Perform cutting and shaping of the existing open area as the initial preparation step prior to commencing grading operations.					
89	31	23	16	33	0011	CY	Relocating On Site Excavated Material From Bulk Excavation >100' to 300'					\$3,755.66
						Installation	Quantity	Unit Price	Factor	=	Total	
							900.00	3.54	1.1788		3,755.66	
							Materials and spoils transfer around the site as needed for the duration of the project.					
90	31	23	16	33	0016	SY	Finish Grading for Bulk Excavation by Machine					\$1,711.62
						Installation	Quantity	Unit Price	Factor	=	Total	
							3,300.00	0.44	1.1788		1,711.62	
							Finish grading in preparation for concrete, PIP surfacing, and EWF.					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 31

91	31 23 23 23 0002	MGL	Compaction Water, Water Truck And Operator	Use this task in situations where earth fill, base material, etc. requires additional moisture to comply with the compaction specification. Includes delivery up to 15 miles. (Per each 1,000 gallons of water)						\$4,479.20	
		Installation	Quantity	Unit Price	Factor	=	Total				
			20.00	189.99	1.1788		4,479.20	x	x		
			Water to treat soil onsite to reach optimal moisture and compaction.								
92	31 24 13 00 0010	CSF	Scarify Soil For Roadways, Parking Areas, Landscaping And Embankments By Machine							\$144.99	
		Installation	Quantity	Unit Price	Factor	=	Total				
			30.00	4.10	1.1788		144.99	x	x		
			Scarifying soil prior to hydromulching.								
93	31 24 13 00 0010 0035	MOD	For >20 To 50, Add							\$36.42	
		Installation	Quantity	Unit Price	Factor	=	Total				
			30.00	1.03	1.1788		36.42	x	x		
94	31 25 14 26 0030	EA	Wattles (Sterile Straw Filled Rolls), 12" x 20'							\$1,729.36	
		Installation	Quantity	Unit Price	Factor	=	Total				
			13.00	112.85	1.1788		1,729.36	x	x		
			Erosion control BMP for duration of project.								
95	31 25 14 26 0034	EA	2' x 3' x 3' Inlet Protection Sediment Bag							\$185.12	
		Installation	Quantity	Unit Price	Factor	=	Total				
			2.00	78.52	1.1788		185.12	x	x		
			Erosion control BMP for duration of project.								
96	31 32 19 16 0006	SY	6.0 Ounce/SY, 70 Mil, 160 LB Grab Tensile Nonwoven Polypropylene Geotextile Fabric (Carthage Mills FX-60HS)							\$286.45	
		Installation	Quantity	Unit Price	Factor	=	Total				
			100.00	2.43	1.1788		286.45	x	x		
			Geotextile fabric for landscaped areas prior to receiving shredded cedar mulch.								
97	31 32 19 16 0006 0088	MOD	For >50 To 150, Add							\$44.79	
		Installation	Quantity	Unit Price	Factor	=	Total				
			100.00	0.38	1.1788		44.79	x	x		

Subtotal for Section - 31

\$21,760.50

Section - 32

98	32 11 26 19 0002	CY	Bituminous Stabilized Base Course	3/4" ASTM C33.						\$21,348.36	
		Installation	Quantity	Unit Price	Factor	=	Total				
			225.00	80.49	1.1788		21,348.36	x	x		
			Stabilized base course for all areas to receive new concrete.								
99	32 32 53 00 0042	LF	\$64.00/ton 3' High Stone Retaining Wall, Dry Set							\$47,652.99	
		Installation	Quantity	Unit Price	Factor	=	Total				
			125.00	323.40	1.1788		47,652.99	x	x		
			Stone bouldering walls at south end of playground and at north end of existing rain garden per detail #1 on plan sheet L5.1.								
100	32 32 53 00 0042 0309	MOD	For >3:1 Sloped Soil At Top, Add							\$1,236.27	
		Installation	Quantity	Unit Price	Factor	=	Total				
			125.00	8.39	1.1788		1,236.27	x	x		
101	32 91 13 16 0002	CY	Pea Gravel Mulch							\$2,206.71	
		Installation	Quantity	Unit Price	Factor	=	Total				
			20.00	93.60	1.1788		2,206.71	x	x		
			Drainage pea gravel sub course under new EWF per detail #2 on plan sheet L5.0.								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 32

102	32 91 13 16 0002	0336	MOD	For Work On Slopes >2.5:1, Add						\$187.90	
				Installation	Quantity	Unit Price	Factor	=	Total		
					20.00	7.97	1.1788		187.90		
					x	x					
103	32 91 13 16 0002	0364	MOD	For >5 To 20, Deduct						-\$157.25	
				Installation	Quantity	Unit Price	Factor	=	Total		
					20.00	-6.67	1.1788		-157.25		
					x	x					
104	32 91 13 16 0012		CY	Shredded Cypress Mulch						\$919.35	
				Installation	Quantity	Unit Price	Factor	=	Total		
					10.00	77.99	1.1788		919.35		
					x	x					
				Shredded mulch for new irrigated landscaped areas per planting note #2 on plan sheet L4.0.							
105	32 91 13 16 0012	0364		For >5 To 20, Deduct						-\$69.43	
				Installation	Quantity	Unit Price	Factor	=	Total		
					10.00	-5.89	1.1788		-69.43		
					x	x					
106	32 91 13 36 0002		MSF	Rake Topsoil With Machine						\$2,957.61	
				Installation	Quantity	Unit Price	Factor	=	Total		
					50.00	50.18	1.1788		2,957.61		
					x	x					
				Prep prior to applying native seed.							
107	32 91 19 13 0013		SY	Furnish And Place Imported Screened Topsoil, 6" Deep						\$925.57	
				Installation	Quantity	Unit Price	Factor	=	Total		
					86.00	9.13	1.1788		925.57		
					x	x					
				Topsoil for low areas and top dressing prior to native seeding.							
108	32 92 19 13 0021		MSF	Utility Mix, Hydro Or Air Seeding 7 LB/MSF spread rate. Mixture of perennial/annual rye, creeping red fescue and bluegrass.						\$259.48	
				Installation	Quantity	Unit Price	Factor	=	Total		
					2.50	88.05	1.1788		259.48		
					x	x					
				Dryland seed mix per detail #7 on plan sheet L5.0.							
109	32 92 19 13 0021	0341	MOD	For >1 To 4, Add						\$134.47	
				Installation	Quantity	Unit Price	Factor	=	Total		
					2.50	45.63	1.1788		134.47		
					x	x					
110	32 92 19 13 0021	0566	MOD	For Tackifier, Add						\$4.21	
				Installation	Quantity	Unit Price	Factor	=	Total		
					2.50	1.43	1.1788		4.21		
					x	x					
111	32 93 43 00 0392		EA	2-1/2" Caliper Acer rubrum & cvs - Red Maple						\$501.46	
				Installation	Quantity	Unit Price	Factor	=	Total		
					3.00	141.80	1.1788		501.46		
					x	x					
				(3) Rocky Mountain Glow Maples per planting schedule on L4.0.							
112	32 93 43 00 0494		EA	2-1/2" Caliper Celtis occidentalis & cvs - Common Hackberry						\$191.04	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	162.06	1.1788		191.04		
					x	x					
				(1) Western Hackberry per planting schedule on L4.0.							
113	32 93 43 00 0562		EA	2-1/2" Caliper Ginkgo biloba & cvs - Ginkgo (Maidenhair Tree)						\$262.67	
				Installation	Quantity	Unit Price	Factor	=	Total		
					1.00	222.83	1.1788		262.67		
					x	x					
				(1) Ginkgo Biloba per planting schedule on L4.0.							
114	32 93 43 00 0708		EA	2-1/2" Caliper Quercus bicolor - Swamp White Oak						\$477.58	
				Installation	Quantity	Unit Price	Factor	=	Total		
					2.00	202.57	1.1788		477.58		
					x	x					
				(2) Swamp White Oaks per planting schedule on L4.0.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 24-BoulderPLD-0001.000

Work Order Title: NOBO library - playground

Section - 32

115	32 94 13 00 0009	LF	1" x 6", Recycled Plastic Landscape Edging (Bend-A-Board)						\$338.08
			Quantity	Unit Price	Factor	=	Total		
		Installation	40.00 x	7.17 x	1.1788	=	338.08		
			1x6" Bend-A-Board edger per detail #7 on plan sheet L5.0.						
116	32 94 16 00 0003	LF	4" x 6" Pressure Treated Hardwood						\$1,404.78
			Quantity	Unit Price	Factor	=	Total		
		Installation	170.00 x	7.01 x	1.1788	=	1,404.78		
			Hardwood posts for landscaping fence per detail #9 on plan sheet L5.0.						
117	32 94 49 00 0004	EA	Tree Guying 2" To 3" Caliper, 2 Stakes, Guy Wire And Wrap						\$196.31
			Quantity	Unit Price	Factor	=	Total		
		Installation	7.00 x	23.79 x	1.1788	=	196.31		
			Install tree stabilization guy wires for all newly planted trees.						
118	32 94 49 00 0007	EA	Tree Guying Up To 3" Caliper, 3" Anchors And Polypropylene Flat Rope						\$544.19
			Quantity	Unit Price	Factor	=	Total		
		Installation	7.00 x	65.95 x	1.1788	=	544.19		
			Provide anchors for the guy wires used to stabilize newly planted trees.						
119	32 94 49 00 0014	EA	Tree Wrap, >2" To 4" Caliper Applied Ground Level To First Branches Of Tree						\$103.81
			Quantity	Unit Price	Factor	=	Total		
		Installation	7.00 x	12.58 x	1.1788	=	103.81		
			Tree wrap around trunk to prevent potential pests and damage to new trees.						
120	32 94 49 00 0017	EA	3' Preformed Plastic Tree Guard						\$77.65
			Quantity	Unit Price	Factor	=	Total		
		Installation	7.00 x	9.41 x	1.1788	=	77.65		
			Install tree guards to protect newly installed tree saplings from potential damage.						

Subtotal for Section - 32 **\$81,703.81**

Section - 33

121	33 42 31 00 0142	EA	4' Deep, 8' x 8' x 6" Thick Wall, Cast In Place, Catch Basin						\$12,050.99
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	5,111.55 x	1.1788	=	12,050.99		
			(2) 12X12 Nyloplast area drain basins.						

Subtotal for Section - 33 **\$12,050.99**

Proposal Total **\$1,137,534.15**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **59.13%**

Subcontractor Listing

Date: May 30, 2024

Re: IQC Master Contract #: 20221102-9547
 Work Order #: 24-BoulderPLD-0001.000
 Owner PO #:
 Title: NOBO library - playground
 Contractor: JOC Construction, LLC
 Proposal Value: \$1,137,534.15

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

May 17, 2024



City of Boulder

Nobo Playground & Makerspace Improvements
4500 13th Street
Boulder, CO 80304

Summary of Scope

This Scope of Work includes building a new playground and related structures based on general specifications and plans "North Boulder Branch Library Playground & Makerspace Improvements" dated 4/12/2024 provided by the City of Boulder and observations made by contractor at site visit completed on 4/30/24.

Detailed Scope of Work

We have included the following items in our proposal:

General Conditions

- Furnish and install pedestrian traffic control.
- Furnish and install road closure/traffic control as needed.
- Call in locates.
- Provide site survey and staking.
- Provide as-built red lines on plans for Towns record per Town standards.
- Provide all testing by 3rd party of all new soils, moisture, asphalt, concrete.
- Provide, install, and maintain all erosion control for the duration of the project.
- Provide all equipment needed to complete all tasks.
- Adhere to City noise ordinances.
- Follow all State and federal regulations and adhere to all OSHA regulations.

Existing Conditions

- Demolish existing mulch.
- Demolish existing sidewalk at northeast corner of the site.
- Remove and relocate existing bike parking.

Construction

- Install erosion control measures throughout the course of the project. This includes VTC's, waddles, inlet protection, and rock socks.
- Excavate and backfill areas for new concrete curb wall, concrete planter wall, concrete seat wall, raised curbs, access ramp transition, and flat work areas.
- Install wire rope landscaping fence.

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May 17, 2024

- Install road base for subgrade material.
- Install pea drainage gravel with geotextile fabric.
- Surplus dirt will be exported from the project site.
- Install 4" under-drain line to tap into existing storm sewer line.
- Install 8" PVC storm sewer line.
- Install two (2) 12" nyloplast area inlets for drainage.
- Includes drainage gravel as needed.
- Install play sand.
- Install landscape boulders.
- Install boulder walls at south end of project site.
- Install Totanka poured-in-place (PIP) rubber play surfacing.
- Install Fibar SYS-100 engineered wood fiber.
- PIP surfacing to receive binder on top and bottom layers.
- Install PIP access ramp leading into engineered wood fiber area.
- Provide irrigation and fine grading to install scheduled plants and trees.
- Includes polyboard transition from mulch to planting bed.
- Install concrete planter wall, seat wall, sidewalk, and raised curb.
- Install all structural footings as needed for playground equipment.
- Provide all rebar and fiber-mesh necessary to complete concrete scope.
- Install the following playground equipment:
 - o Enzo curved bench
 - o Enzo bench with back
 - o Penn table
 - o Creekview Trash and Recycling Receptacles
 - o Wausau Concrete Bench
 - o Triangle Shade Sails (by USA Shade)
 - o Earthscape Log Tangle
 - o Earthscape Small and Large Rounds
 - o Earthscape Small Round Wobble Board
 - o Earthscape Log Steppers
 - o Kompan Sand Desk
 - o Playworld Accessible Whirl

Details that apply to all work

1. This proposal is based on normally expected conditions as observed upon site visit.
2. Contractor shall utilize the latest issue of the Job Order Contract Specifications for all work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.

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May 17, 2024

4. Contractor shall verify all new and existing conditions and dimensions at job site.
5. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
6. All salvageable materials remain the property of the Owner.
7. Contractor shall coordinate inspections as required / if required.
8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
9. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of his trade's debris. There shall not at any time be any material or debris left on site that could endanger the public.
10. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

Submittals

- Aggregates
- Playground Equipment
- Concrete
- 3rd party testing
- As-Builts
- Landscaping

Schedule

1. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **180 Days** from the time JOC Construction receives purchase order from client, however, should there be any circumstances that impede progress that are out of the control of JOC Construction Inc. a time extension equal to documented days lost will be issued.

Owners Responsibilities

1. Provide access to job site and prompt response to RFI and submittal information submitted by contractor.
2. Provide reimbursement for any fees associated with tapping/beginning service for utilities and permitting as necessary.

Closeout

1. Contractor must remove all excess materials, debris, tools and equipment from the site.

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May 17, 2024

2. Owner shall be provided 1 Electronic Copy of the Operations and Maintenance manual for the project with retainage billing.
3. Owner will be provided a 1-year warranty from Contractor on furnished material and workmanship.

Clarifications

1. At the time of the issuance of a purchase order, it is understood that permits are required. If the contractor will be responsible for obtaining applicable permits for the above-mentioned work, then Owner will be responsible for reimbursement of any fees that may be charged to contractor associated with permitting as well as any and all fees and expenses (i.e. permit fees, professional design and engineering fees as outlined in the Construction Task Catalog) incurred as described in the Rs Means master document.
2. Prevailing wages have **NOT** been included in this proposal.
3. This proposal is based on Normal Working Hours as defined by Monday through Friday, 7AM to 5PM MST.
4. Hazardous Material Removal or handling has not been included in this proposal.
5. Any reference to match existing shall describe the closest match available. Due to aging of materials, discontinued items, and minor batch color discrepancies from manufacturers, it is not always possible to find an exact match for existing materials.

Exclusions:

- Stormwater permits
- Electrical
- GPRS
- Hydro-jetting
- Concrete/flatwork outside of this scope of work
- Abatement
- Geotechnical Report
- Formal Design
- Muck excavation
- Dewatering
- Weather related issues
- Permit fees
- Site security

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