

PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
856 CASTELLO AVE.
FAIRPLAY, COLORADO
Thursday, May 9, 2019

9:30 AM CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

APPROVAL OF VOUCHERS

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

- .I. APPROVE/DENY CONSTRUCTION AGREEMENT WITH WATTLE & DAUB FOR PARIS MILL CONSTRUCTION PHASE IV AND CONSTRUCTION RELATED TO SOUTH PARK NATIONAL HERITAGE AREA SUB-GRANT AWARDS

Documents:

[BOCC Document.docx](#)
[Paris Mill Form Construction Agreement 4-29.pdf](#)
[Paris Mill General Conditions 4-29.pdf](#)

- .II. APPROVE/DENY SUMMIT COUNTY GOVERNMENT/PARK COUNTY GOVERNMENT/TOWNS OF FAIRPLAY, ALMA, AND BRECKENRIDGE INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF INTER-COUNTY COMMUTER BUS TRANSIT SERVICES FOR PARK COUNTY

Documents:

[DRAFT Park County IGA v5.st.docx](#)

- .III. APPROVE/DENY A RESOLUTION APPROVING A COMMON PLAT AMENDMENT REVISING THE GOLDEN HILLS ESTATES SUBDIVISION PLAT TO RENDER TRACT A INTO A BUILDABLE LOT TO BE KNOWN AS NEW LOT 30

Documents:

[19AMN-02 BOCC Resolution.pdf](#)

- .IV. APPROVE/DENY A RESOLUTION APPROVING THE 1041 WILDLIFE PERMIT APPLICATION FOR LONE ROCK RANCH RETREAT LLC

PUBLIC HEARING(S)

PUBLIC COMMENTS

EXECUTIVE SESSION IN REGARD TO LEGAL & PERSONNEL MATTERS (CLOSED SESSION)

ADJOURN

ADMINISTRATIVE SESSION (OPEN)

TIMES ARE APPROXIMATE. ITEMS MAY BE HEARD EARLIER OR LATER THAN SHOWN ABOVE.

NOTE: Items May Be Added To These Agendas Up To 48 Hours Before The Scheduled Time. Items May Be Deleted Or Cancelled At Any Time. Please Check Website "Parkco.Us" for most Updated Agendas. If You Need Further Information, Please Contact The BOCC (Board of County Commissioners) Office At: 719-836-4201.



Park County

Department of Heritage, Tourism and Community Development

PO Box 1373
Fairplay CO 80440

1. Coalition of the Upper South Platte- High Creek Fen Enviro Education Project

Environmental education and water monitoring trip to the High Creek Fen exposing middle schoolers to hydrology, history, and ecology.

SPNHA: \$2,500 Match: \$3,800

2. Denver Brass Inc.- Music & Education BPRRD 2019

Brass band Recreation of the Como Band from 1905 performing at Boreas Pass Railroad Day in 19th century costume with educational program notes

SPNHA: \$4,650 Match: \$3,500

3. Denver South Park & Pacific Historical Society- BPRRD 2019

Boreas Pass Railroad Days is a free, one-day heritage tourism event that attracts an estimated 800 plus heritage tourists to celebrate Como, Denver South Park & Pacific railroad and the railroad's crossing over Boreas Pass

SPNHA: \$2,960 Match: \$17,957

4. Mountain Area Land Trust (MALT)- Park County Water Quality Sampling

Continue and expand BPEEC's water quality sampling and monitoring for Sacramento creek, Pennsylvania creek and the middle fork of the south platte.

SPNHA: \$9,500 Match: \$68,595

5. Mosquito Range Heritage Initiative (MRHI)- Conserving & Enhancing Resources

Conserve natural resources through rare alpine plant monitoring and research, removal of noxious weeds and trail restoration.

SPNHA: \$19,600 Match: \$23,957

6. Mosquito Range Heritage Initiative (MRHI) Community Environmental Education

Environmental education through hands on science. Examples include nature science camp, citizen science and community hikes

SPNHA: \$7,850 Match: \$10,672

7. North London Mill Inc. – Archaeology Workshop

Archaeology and history workshops at the London Mill.

***SPNHA: \$7,983 Match: \$4,458**

8. Park County Creative Alliance- Website & Brochure

PCCA is a new non-profit representing the creative industries in South Park. Proposal is to create a directory of the artists & galleries that highlight the cultural resources in South Park

***SPNHA: \$3,000 Match: \$14,750**

Approve and recommend SPNHA funding assistance for projects shown above for Task

9. South Park Historical Foundation- 60th Anniversary Programs

In honor of their 60th anniversary SPC would like to provide an expanded program of events throughout the summer. Examples: demonstration of laundry, school, doctors' visits, railroad equipment as well as lives of gold miners, fur trappers, cowboys etc.

SPNHA: \$1,640 Match: \$5,134

10. South Park Rail Society- Interpretive Signs & Surveys

Interpretive signs to educate the public on the Como Railway and specifically two new rail cars. It also includes a land boundary survey for the Como Roundhouse.

SPNHA: \$11,442 Match: \$8,084

11. South Park Site Stewards- Data Collection Software

Purchase and implement software that will be used in the field to digitally record the data collection of archaeological sites located in South Park.

SPNHA: \$2,520 Match: \$4,320

12. Town of Fairplay- Burro Days Museum

Protect and preserve historic burro racing material to be showcased in the Burro Days Museum in Old Park County Jail on Burro Days

SPNHA: \$1,890 Match: \$1,700

13. Wildlands Restoration Volunteers- Trail Restoration & Boardwalk

Continue ongoing restoration at Beaver Creep and Sheep Creek to close and revegetate illegal roads as well as construct a 500 ft ADA compliant boardwalk at Beaver creek

***SPNHA: \$22,464 Match: \$75,000**

Agreement 8.

Andy Spencer, Director, Park County Dept. of Heritage & Tourism

Acknowledge and approve funding assistance for projects shown above.

Chair, Park County Board of County Commissioners

_____ Date

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this ___ day of _____, _____, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO (the "County"), and WATTLE & DAUB CONTRACTORS, INC. ("Contractor").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

Project Title: Paris Mill Phase IV: Site, Structural, and Exterior Wall Rehabilitation

Project Number: Architect #11375.000

Project Description: This phase of construction at the Paris Mill will include Site Rehabilitation, Structural Rehabilitation, Exterior Wall Rehabilitation and West Wing Access. Contractor shall perform the preservation activities listed in the attached scope of work, incorporated herein by this reference, and shall utilize the Construction Documents (referred to in the General Conditions as "Drawings") dated June 1, 2018.

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and certificate of insurance within 30 days after the date of the Notice to Proceed, and shall complete the Work within 394 days, unless the period for completion is extended otherwise by the Contract Documents. No work will be completed before the start date of this agreement or after April 1st, 2020.

4. The County agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed Two Hundred Seventy-Three Thousand Two Hundred Forty (\$273,240)

5. The term "Contract Documents" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The County shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their

respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF PARK,
COLORADO**

BOCC Chair

ATTEST:

_____, County Clerk

APPROVED AS TO FORM:

County Attorney

CONTRACTOR

By: _____
Wattle & Daub

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____,as _____ of _____.

My commission expires:

(SEAL)

Notary Public

GENERAL CONDITIONS

PART 1. CONTENTS AND DEFINITIONS

1.01 CONTRACT DOCUMENTS:

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

- A. Advertisement for Bids; Cover Letter.
- B. Invitation to Bid; Instructions to Bidders.
- C. Bid Form; Bid Summary.
- D. Bid Schedule.
- E. Construction Agreement.
- F. General Conditions.
- G. Special Conditions. **[NOT USED]**
- H. Technical Specifications **[NOT USED]**
- I. Notice of Award.
- J. Notice to Proceed.
- K. Payment Bond.
- L. Performance Bond
- M. Drawings dated June 1, 2018
- N. Addenda numbers 1 to 2 **[NOT USED]**
- O. Documentation submitted by Contractor prior to Notice to Award. **[NOT USED]**
- P. Modifications prior to the execution of the Contract.
- Q. Payment Submittal Schedule.
- R. Sample AIA Document G702.
- S. Sample AIA Document G703.
- T. Sample Transmittal/Change Order.

1.02 CHANGE ORDER:

A written order to Contractor by the County authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the contract time issued after execution of the agreement.

1.03 COUNTY:

The County of Park, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work materials therefore.

1.05 CONTRACT PRICE:

The amount set forth in paragraph 4 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the County, the time for performance shall be automatically extended to the next business day.

1.07 PROJECT MANAGER:

The County's duly authorized representative in charge of the Project.

1.08 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, but does not include one who merely furnishes material.

1.09 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with approval of final payment.

1.10 WORK:

All the work specified, indicated, shown or contemplated in the Contract to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

1.11 WRITTEN NOTICE:

Any written notices required herein shall be delivered in person, by facsimile, or by mailing by first class mail, postage fully prepaid, addressed as follows:

To the County: Historic Preservation
c/o Jennie Andrusin
PO Box 1373
Fairplay, CO 80440

To Contractor: Wattle & Daub Contractors
c/o Steve Seebohm
8 Gibbs Rd.
Laramie, WY 82070

PART 2. COMMENCEMENT AND COMPLETION OF WORK

2.01 COMMENCEMENT OF WORK:

Contractor shall begin the Work within thirty (30) calendar days from the date of the Notice to Proceed.

2.02 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.03 SUBSTANTIAL COMPLETION:

The Work shall be substantially completed within 389 calendar days from the date of the Notice to Proceed. The Work shall be substantially completed when the County occupies or takes possession of all or substantially all of the Work, or when the County may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes. The County and Contractor agree that the County will suffer financial loss if the Work is not substantially completed within the time specified above, and recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual losses suffered by the County if the Work is not substantially completed within the time specified above.

2.04 FINAL COMPLETION:

The Work shall be completed within five (5) days from the date of Substantial Completion.

2.05 CHANGES IN THE WORK:

The County reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the time for completion. All changes shall be authorized by a written Change Order. The Change Order shall include appropriate changes in the Contract and the time for completion. The Work shall be changed and the Contract Price and completion time shall be modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced.

2.06 CONTRACTOR'S DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, if any, including as applicable, soil tests and engineering tests, and shall conduct a site or field review prior to bidding on the work. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the County of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

2.07 DELAYS AND EXTENSIONS OF TIME:

Contractor acknowledges that the County is bound under a contract with the State of Colorado to complete the Project by April 1st, 2020. Therefore, Contractor understands that the time for substantial completion and for completion shall be not be extended, except in cases where Contractor is delayed in the progress of the Work by changes ordered in the work. In the case where Contractor is delayed in the progress of the Work by changes ordered in the work, the time for substantial completion and completion may be extended, only by change order, for a reasonable period of time. Any claim for extension of time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such claim shall contain an estimate of the probable effect of such delay on the progress of the Work. In the event of any such delay, Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of such delay.

2.08 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the County shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions within the control of the County or persons acting on behalf of the County. The County shall extend the time of performance, however, to correspond to the length of any delay suffered by Contractor due to activities or circumstances which are unforeseen or unforeseeable in the construction industry, and so long as such delay is not attributed or attributable to Contractor's acts or omissions, or those of any person or entity or subcontractor controlled or selected and contracted for by Contractor.

PART 3. RIGHTS AND RESPONSIBILITIES

3.01 COUNTY'S RESPONSIBILITY:

All Work shall be done under the general supervision of the Project Manager, or his or her designee, including any inspector(s) employed or retained by the County and identified as such to Contractor by the Project Manager.

3.02 CONTRACTOR'S RESPONSIBILITIES:

(A) INSPECTION/SUPERVISION OF WORK:

Contractor shall be responsible for the completion of all construction pursuant to this Contract in a timely and workmanlike manner and in accordance with the terms and specifications incorporated herein, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all work. Contractor shall supervise and direct the Work and give it all attention necessary for such proper supervision and direction. Contractor shall be required to provide a supervisor on site at all times when Contractor or any subcontractor is performing Work on the Project site.

(B) RESPONSIBILITY FOR EMPLOYEES AND SUBCONTRACTORS:

Contractor shall be fully responsible to the County for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the County.

(C) LABOR AND MATERIALS FURNISHED BY CONTRACTOR:

Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

(D) USE OF COLORADO MATERIALS:

In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

(E) DISCIPLINE OF EMPLOYEES:

Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

(F) EMPLOYMENT PRACTICES:

While engaged in the performance of the work herein contracted, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

(G) CLEANUP:

Contractor shall keep the Project site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish on a daily basis during construction of the Project, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work. If Contractor fails to perform the cleanup required by this Section, after written notice, the County may cause the cleanup to be performed at Contractor's expense. Within five (5) days of delivery to Contractor of a statement for such cleanup, Contractor shall pay to the County the costs incurred by the County for such cleanup, or the County shall have the right to withhold said amount from any final payment due to Contractor.

(H) PAYMENT OF ROYALTIES AND LICENSE FEES

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the County harmless from such actions.

(I) PAYMENT OF TAXES, PROCUREMENT OF LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the County of Park Sales Tax, for purchases within the County. Contractor shall obtain a County tax exempt number for the sales tax exemption. Contractor shall procure all permits and licenses necessary for the prosecution of the Work.

(J) FURNISHING OF SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings for the Project Manager's review and approval as to conformity with the Contract Documents and the design concepts called for therein. The Work shall be in accordance with the approved samples and drawings.

(K) COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders of all public authorities in any manner relating to the Work. If any provisions of the Contract Documents are at variance therewith, Contractor shall notify the Project Manager promptly.

(L) SUBCONTRACTORS:

Contractor shall furnish to the Project Manager at the time this Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the principal portions of the work to be subcontracted by Contractor. A subcontractor, for the purposes of this Contract, shall be a person with whom Contractor has a direct contract for work at the project site. Contractor shall not employ a subcontractor to whose employment the County reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment he reasonably objects. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate in them the relevant provisions of this Contract.

(M) CORRECTIVE WORK DURING COURSE OF CONSTRUCTION:

When, during the course of the Project, the Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrective work shall be accomplished within the time period required by the Project Manager. Failure to complete such required corrective work within the time period required by the Project Manager shall constitute a breach of the Contract.

(N) SAFETY PRECAUTIONS AND PROGRAMS:

Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and other persons whom the Work might affect, all work and materials incorporated into the Project, and all property and improvements on the Project site and adjacent property.

3.03 COUNTY'S RIGHT TO TERMINATE CONTRACT – NONEXCLUSIVE REMEDY:

The County may terminate this Contract on seven (7) days' written notice of the termination to Contractor in the event that Contractor defaults in the timely performance of any provisions of the Contract, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the County shall not be an exclusive remedy, and the County may pursue such other remedies and actions, including an action at law for damages against Contractor or any bonding agency issuing a bond under the Contract, or an action for specific performance against either Contractor or any agency issuing a bond under the Contract, or an action in equity for injunctive relief, as may be lawfully available to the County.

3.04 OTHER CONTRACTS:

The County reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors and subcontractors so that their work is not impeded by this Work. Contractor shall allow such other contractors and subcontractors access to the Project site necessary to perform their work.

3.05 COMMUNICATION REGARDING WORK:

All communication to the County regarding the Work shall be directed to the attention of the Project Manager.

3.06 TERMINATION IN THE EVENT OF LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. In the event Contractor fails to continue the performance of the Work without interruption or delay because of such picket or other form of labor dispute, the County may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

3.07. KEEP JOBS IN COLORADO ACT:

Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 *et seq.* (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section "Colorado labor" means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race,

color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year.

PART 4. WARRANTIES

4.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the County that all equipment and materials used in the Work, and made a part of the structures in the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

4.02 WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of one (1) year from the date of written acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. During the warranty period, Contractor shall provide to the County cash, negotiable securities, or a letter of credit in the amount of ten percent (10%) of the Contract Price as security for Contractor's completion of all work required by the warranty during the warranty period. Should Contractor fail to perform any such work within the warranty period after a request by the County, the County may withdraw from the ten percent (10%) any and all amounts necessary to complete the required work. Any and all amounts remaining in said account at the termination of the warranty period shall be paid and returned to Contractor. The expiration of the warranty period shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 5. BONDS, INSURANCE AND INDEMNIFICATION

5.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the County, its officers, employees, insurers, representatives, heirs and assigns, from and against all liability, claims, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including,

without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

5.02 NOTIFICATION:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the County in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the County apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

5.03 INSURANCE:

Contractor agrees to procure and maintain, at its own cost, during the entire period of this Agreement, a policy or policies of liability insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract including property damage, bodily injury and death, as well as claims for worker's compensation and other employee benefit laws. Such insurance shall be a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death, and two hundred fifty thousand dollars (\$250,000) for property damage. Such insurance shall name the County as an additional insured, and shall provide for a minimum thirty (30) days' written notice of cancellation. Proof of such insurance shall be filed by Contractor with the County prior to the execution of the Construction Agreement by the County.

5.04 GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree the County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the County, its officers, employees, or volunteers.

5.05 PERFORMANCE AND PAYMENT BONDS:

At the time of execution of the Construction Agreement, Contractor shall furnish to the Project Manager a Performance Bond and a Payment Bond, each in the full amount of the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment.

5.06 WARRANTY BOND:

At the time of probationary acceptance of the Work by the County, Contractor shall provide to the County a warranty bond in the amount of ten percent (10%) of the Contract Price, which warranty bond shall be held by the County for one (1) year. Such warranty bond may be drawn upon by the County if the County is required to perform any work which was required of Contractor, but which was not performed by Contractor.

PART 6. PAYMENT

6.01 PROGRESS PAYMENTS:

The County shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. As required by C.R.S. 24-91-103, progress payments on all projects exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) shall be in an amount equal to ninety-five percent (95%) of the Work completed. The withheld percentage of the contract price may be retained until the Work is completed satisfactorily and finally accepted. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of all invoices from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to whom payment is to be made by Contractor. Invoices for work shall contain a calculation used to determine value of work or will reference the bid documents containing calculation used to determine value of work. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the County is expressly authorized to withhold any progress payment for such Work until such Work is completed.

6.02 FINAL PAYMENT:

Pursuant to C.R.S. § 38-26-107 and C.R.S. § 24-91-103(1)(b), within sixty (60) days after satisfactory completion and final acceptance of the Work by the Project Manager, receipt of copies of all invoices from any subcontractors and suppliers and a release executed by each subcontractor and supplier to whom payment is made by Contractor, and publication of the Notice of Final Settlement, the County shall pay to Contractor the unpaid balance of the Contract Price.

6.03 LIQUIDATED DAMAGES:

Because time of performance is of the essence to the County in this matter, the following liquidated damages provision shall be in force: Contractor understands and agrees that for each work day calendar day after the completion date, April 1st 2020, that Contractor substantially completes the Work, Contractor shall be assessed, as liquidated damages and not as a penalty, the daily amount of five hundred dollars (\$500). Delayed performance constitutes a compensable inconvenience to the County and its residents.

6.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the County nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Park County Council for payment of the Contract. The County acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated or in subsequent fiscal years other than the current fiscal year unless and until the same are lawfully appropriated by the Park County Commissioners.

PART 7. MISCELLANEOUS

7.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the County for its prior written approval of the content of the publication. If the County disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

7.02 LAWS AND JURISDICTION:

This Contract shall be construed under the laws of the State of Colorado. In the event of any dispute between the parties which results in litigation, the exclusive venue for such litigation shall be the District Court in and for the County of Park, State of Colorado. Each party hereto shall be possessed of all remedies, whether legal or equitable, which are provided for and which are available under Colorado law.

7.03. CONTRACT MODIFICATIONS:

Pursuant to the requirements of C.R.S. § 24-91-103.6 the following provisions are included herein:

The County has appropriated an amount of money equal to the amount listed above, for the Work to be performed under this Agreement: and

The County is prohibited from issuing any contract modification, or other form of modification or directive by the County requiring additional compensable work to be performed by the Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement, unless the Contractor is given written assurance by County that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy granting provision in the Agreement. "Contract modification" means any written alteration of the Agreement accomplished in accordance with the terms of the Agreement clause which permits additional compensation in the event that a specific contingency or event occurs. For purposes of this Section, "remedy granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs.

The County shall reimburse the Contractor for the Contractor's costs on a periodic basis, as those terms are defined in the Agreement, for all additional directed work performed under a form of modification or directive by the County requiring additional compensable work until a Contract modification is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the County for the additional compensable work to be performed.

7.04. ILLEGAL ALIENS

A. Certification. Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

a. Notify the subcontractor and the County within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with this Agreement.

E. If Contractor does not have employees, Contractor shall sign the “No Employee Affidavit” attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the “Department Program Affidavit” attached hereto.

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the County of Fairplay (the "County"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the County within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Contractor Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

**Summit County Government/Park County Government/Towns of Fairplay, Alma, and Breckenridge
Intergovernmental Agreement for Provision of Inter-County Commuter Bus Transit Services for Park County**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF INTERCOUNTY COMMUTER TRANSIT SERVICES FOR PARK COUNTY (the "IGA") is made this ____ day of April, 2019, by and between the Summit County Government ("Summit County"), Park County Government ("Park County"), Town of Fairplay ("Fairplay"); Town of Alma ("Alma"); and Town of Breckenridge ("Breckenridge"). The aforementioned entities are hereinafter referred to collectively as the "Parties".

WHEREAS, Summit County, pursuant to § 30-11-101(f) C.R.S. and other legal authority, operates a mass transportation system known as the Summit Stage ("Summit Stage"), which provides Fixed Route Transit throughout Summit County; and

WHEREAS, the Parties are authorized to make the most efficient and effective use of their powers and responsibilities by coordinating and contracting with each other pursuant to Section 18(2)(a) and (b) of Article XIV and Section XI of the Colorado Constitution and §29-1-201, C.R.S.; and

WHEREAS, the Parties wish to engage the Summit Stage to begin intercountry, commuter transit service between Park and Summit Counties; and

WHEREAS, the Parties will provide local contributions to assist with this operation; and

NOW THEREFORE, in consideration of the above and in consideration of the mutual and dependent covenants contained herein, the Parties agree as follows:

I. Purpose; Term and Termination:

- a. The purpose of this IGA shall be to set forth the Parties' agreement regarding the scope of responsibilities and duties related to the Summit Stage's provision of intercounty commuter transit services between Park and Summit Counties.
- b. The term of this IGA shall extend from April 21, 2019 to April 23, 2022 (the "Term").
- c. Any Party may, for any reason, terminate their obligations under this IGA upon one hundred eighty (180) days' prior written notice to all Parties.

II. Summit County Responsibilities:

- a. Summit County agrees to provide day to day management and operate intercounty commuter transit services according a mutually agreed upon schedule which may be modified by mutual agreement of the Parties.
- b. Summit County agrees to bear the fully allocated cost of services of operating the intercounty commuter transit services within Summit County, which amount is estimated to be \$155.44 per round trip.
- c. Summit County agrees to monitor performance and compliance in accordance with its policies, procedures, and performance indicators.
- d. Summit County will assist Parties with operating grant applications and National Transit Database reporting.

III. Park County, Alma, Breckenridge and Fairplay Responsibilities:

- a. Park County, Alma and Breckenridge agree to provide local share contributions in the following amounts to Summit County to offset all eligible expenses incurred in the Park County portion of the service: Town of Breckenridge \$50,000; Park County \$45,000; Town of Alma \$5,000.

- b. Subject to annual appropriation, Park County, Breckenridge and Alma shall contribute to operations. If any funding partner terminates their obligations hereunder, the remaining Parties shall convene to discuss what changes to service might be necessary to address funding shortfalls.
- c. The Town of Fairplay agrees to provide a facility for base of operations, including secured and covered bus parking, electricity, heat, snowplowing and general maintenance of the facility.
- d. Park County will apply for Rural Area Formula Program ("5311") operating grant to supplement operations funding. Local funds from Park County, Alma and Breckenridge will be used to provide the required local match for any 5311 grants.

IV. Service Costs:

- a. The 2019 incremental cost for Summit Stage operating service in the Park County segment is \$65.42 per round trip. This amount shall be adjusted 3% annually to reflect wage and operating cost inflation.
- b. Rolling stock depreciation costs will be set at \$1.00 per mile for the Term.
- c. The Summit Stage will charge a \$2.00 base fare to offset expenses related to the operation of these services.
- d. Summit County shall establish a Summit/Park Transit Fund. All fare revenue, local contributions and grant revenue generated pursuant to this IGA shall be deposited in such fund. Parties agree that the state of the fund shall be evaluated and reported out to the Parties on a quarterly basis, and any necessary changes to the service shall be based on fund balance and community demand for service.
- e. Any surplus funds shall be held as Summit/Park Transit Fund balance for use in improving infrastructure, facilities and/or service that directly Summit Stage operations contemplated hereunder.

V. General Provisions

- a. Governmental Immunity: Notwithstanding any other provision of this IGA to the contrary, no term or condition of this IGA 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, § 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 any parties, their departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties enter into this Agreement as separate, independent entities and shall maintain such status throughout.
- b. The provisions of this Agreement shall only become effective upon execution of the Agreement by all parties.
- c. No party may assign its rights or obligations under this Agreement without the prior, written consent of the other parties.
- d. This agreement shall be governed by the laws of the State of Colorado.
- e. No third parties are intended to be beneficiaries of this Agreement.
- f. This Agreement is intended to be fully integrated.
- g. As required by Article X, Section 20 of the Colorado Constitution, any obligation of a Party not performed in the current fiscal year shall be subject to annual appropriation of funds by the Party's governing body. Should sufficient funds not be appropriated for a Party's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

- h. Indemnification: All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. The Parties do not agree to indemnify, hold harmless, exonerate or assume the defense of any other Party or any other person or entity whatsoever, for any purpose whatsoever.
- i. The Parties and their officers, attorneys and employees are relying on, and not waive or intend to waive by an provision of this IGA, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et. seq.* C.R.S, as amended, or otherwise available to the Parties and their officers, attorneys or employees.
- j. This IGA may only be modified or amended upon written agreement of the Parties.

SUMMIT COUNTY

Chair

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK

Chair

ATTEST:

PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 2019_____

**A RESOLUTION APPROVING A COMMON PLAT AMENDMENT
REVISING THE GOLDEN HILLS ESTATES SUBDIVISION PLAT
TO RENDER TRACT A INTO A BUILDABLE LOT TO BE KNOWN
AS NEW LOT 30.**

WHEREAS, Karel DeVere (the “Applicant”) has filed an application for a Common Plat Amendment to render Tract A in the Golden Hills Estates Subdivision into a buildable lot to be known as New Lot 30; and

WHEREAS, at a regularly scheduled meeting of the Park County Board of County Commissioners, the Board of County Commissioners reviewed the application and all supporting documentation, the recommendations of the Planning Department and the Park County Planning Commission, and the testimony of the Applicant, and was presented with no information to justify denial or rejection of the application; and

WHEREAS, based on the evidence and testimony presented at the public hearing the Board of County Commissioners further finds and determines that compliance with the standards for approval of a common plat amendment set forth in Section 6-504 of the Park County Land Use Regulations has been demonstrated by clear and convincing evidence.

NOW, THEREFORE, BE IT RESOLVED BY THE PARK COUNTY BOARD OF COUNTY COMMISSIONERS THAT THE APPLICATION FOR A COMMON PLAT AMENDMENT IS APPROVED WITH THE FOLLOWING CONDITION:

1. Prior to issuance of any development permits for the lot, a wetlands delineation is conducted and given to Planning staff.

Moved, seconded, and approved this 9th day of May, 2019.

**PARK COUNTY BOARD OF COUNTY
COMMISSIONERS**

Richard Elsner, Chairperson

ATTEST:

County Clerk