


## Construction Contract Staff Report

**DATE:** AUGUST 29, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT   
**CC:** BRITTANY CASSELL, CURATOR  
LAUREN PULVER, PLANNING SUPERVISOR  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT:** **CONSTRUCTION CONTRACT WITH DEEP ROOTS CRAFTSMEN IN THE AMOUNT OF \$474,000**

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**BOARD OF COUNTY COMMISSIONER BUSINESS MEETING: SEPTEMBER 10, 2024 @ 1:30 PM**

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**I. EXECUTIVE SUMMARY**

This is a request to execute a contract between the Board of County Commissioners (Board) and Deep Roots Craftsmen (Deep Roots) for \$312,590, not to exceed \$474,000. The contract is for the stabilization and restoration of the Spring Valley Schoolhouse. The project is funded from the 2024 Parks, Trails, Historic Preservation, and Open Space (PTHROS) Sales Tax Fund.

**II. REQUEST**

Approval of a public contract with Deep Roots for preservation work.

**III. BACKGROUND**

The Spring Valley School is historically significant on the national, state, and local level. In 1978, the United States Department of the Interior listed the school on the National Register of Historic Places based on its association with educational development in Douglas County, its role as a local community center, its position as a rural landmark, and its vernacular architecture. In 2008, the Board listed the school as a Douglas County Landmark.

The County conducted a Historic Structure Assessment (HSA) of the Spring Valley School property in 2013, which identified necessary improvements to the structures on site. Since that time, the County has invested in improvements to the structures, including the

schoolhouse, a coal shed, a stable, and outhouse. Previous work in 2018 included restoration and stabilization of the coal shed roof, floor frame, and foundation. This also included stabilization of the stable foundation and restoration of the stable siding. During the project, additional structural restoration needs were identified and completed for the stable roof, the outhouse, and the schoolhouse roof.

A request for proposals (RFP) was issued in July 2024 for this restoration project to include work on the foundation, exterior, and removal of the second floor to restore the interior to a one-story schoolhouse. The project will also stabilize the schoolhouse to the extent that it may be used for public programming needs. Deep Roots was selected for the project because they have expertise for the requirements of this particular project and have demonstrated success in preservation work on other County assets. The scope of work estimates that the project will total \$312,590, but there may be an additional cost for asbestos mitigation.

**IV. RECOMMENDED ACTION**

Staff recommends approving the construction contract for services between Deep Roots and the Board for \$312,590, not to exceed \$474,000, as it complies with all County approval standards and policies.

**ATTACHMENTS**

Construction Contract..... 3-19

## CONSTRUCTION CONTRACT

### 2024 SPRING VALLEY SCHOOL REHABILITATION PROJECT RFP #016-24

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of **August 2024**, by and between the **Board of County Commissioners of the County of Douglas, State of Colorado**, hereinafter referred to as the “County,” and **Deep Roots Craftsmen**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as the “Contractor.”

#### **WITNESSETH:**

**WHEREAS**, the County advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the stabilization of the **Spring Valley School** of Douglas County, located at 14667 S. Spring Valley Road, Larkspur, Colorado; and

**WHEREAS**, bids from said advertisement have been received by the County, and it has been recommended that a contract for said work be made and entered into with the above-named Contractor who was the lowest, responsive, responsible, qualified bidder therefore; and

**WHEREAS**, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its bid;

**NOW, THEREFORE**, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

**ARTICLE I – CONTRACT DOCUMENTS:** It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken

together as a whole constitute the Contract between the parties hereto, and they are as fully a part of and incorporated into this Agreement as if they were set out verbatim and in full herein:

Contract  
Performance Bond  
Payment Bond  
Notices to Proceed  
General Contract Conditions (Standard Specifications for Construction)  
Invitation to Bid  
Contractor Bid  
Technical Specifications (if any)  
Special Conditions (if any)  
Addenda (if any)  
Contract Drawings (if any)  
Change Directives (if any)  
Change Orders (if any)  
Shop Drawings (if any)

**ARTICLE II – SCOPE OF WORK:** The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said Contract Documents.

**ARTICLE III – TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the County’s Authorized Representative pursuant to a Notice to Proceed and agrees to substantially complete said work in its entirety by **August 31, 2025** exact number of days for completion to be determined upon Notice to Proceed. This period of performance is also referred to as the Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

**ARTICLE IV – LIQUIDATED DAMAGES:** There will be no liquidated damages for this Contract.

**ARTICLE V – TERMS OF PAYMENT:** The County agrees to pay the Contractor for the performance and completion of all of the work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefore, subject to additions and

deletions pursuant to Change Order and other provisions of the Contract Documents, the total lump sum amount of **Three Hundred and Twelve Thousand, Five Hundred and Ninety and 00/100 dollars (\$312,590.00)** payable pursuant to the Contract Documents. Any work accomplished and put in place by the Contractor above and beyond the appropriated and allocated funds for each budget year will be done at the Contractor's risk. **The maximum contract expenditure is not to exceed Four Hundred and Seventy-Four Thousand and 00/100 dollars (\$474,000), however, any expenditure exceeding \$312,590.00 will require the County's approval of a Change Order.**

#### **ARTICLE VI – ANNUAL APPROPRIATIONS:**

This appropriation is for the fiscal year ending December 31, 2024. The County is not under obligation to make any future apportionment or allocation to this Contract. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other term of this Contract, it is expressly understood and agreed that: (1) any County financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the County and encumbered for the purposes of this Contract; (2) County does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of County; (4) the obligation of County for expenditure obligations, if any, arising during any subsequent fiscal year in which this Contract could be extended and be in effect shall only extend to utilization and payment of monies appropriated and budgeted and encumbered for the purpose of this Contract in the fiscal year in which obligations arise; and (5) no change order may be issued requiring compensation work which causes the aggregate amount payable under the Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which such obligations arise, unless the Contractor is given written assurance by the County that lawful

appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. Any work completed for this Contract shall be secured from harm until future moneys are appropriated so that additional work may commence. In the event a future appropriation is made by the County, County will inform contractor in writing of any amounts appropriated for work proposed herein.

**ARTICLE VII - GOVERNING LAW; VENUE:** This Agreement shall be deemed to have been made in, and construed in, accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal. All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

**ARTICLE VIII – CONTRACT BINDING:** It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

**ARTICLE IX – SEVERABILITY:** If any part, portion or provision of this Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of this Contract shall remain in full force and effect.

**ARTICLE X – ASSIGNMENT:** The Contractor shall not assign the whole or any part of its duties, rights and interest in this Contract without first obtaining the written consent of the County.

**ARTICLE XI – JOINT VENTURE:** If the Contractor is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the County for the performance of all duties and obligations of the Contractor which are set forth in the Contract.

**ARTICLE XII - NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**ARTICLE XIII - NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**ARTICLE XIV - INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Notwithstanding any provision of this Contract, all personnel assigned by Contractor to perform work under this Contract shall be and remain at all times, employees of Contractor for all purposes. It is not intended nor shall it be construed that the Contractor, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

**ARTICLE XV – OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by Contractor in connection with this Agreement shall be the property of the County.

**ARTICLE XVI – INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference.

**ARTICLE XVII – POLITICAL CONTRIBUTIONS PROHIBITED:** Pursuant to Section 15 of Article XXVIII of the Colorado Constitution, there is a presumption of impropriety between contributions to any campaign and sole source government contracts. Therefore, the Consultant agrees, that in the event Consultant is awarded sole source contracts by the State or any of its political subdivisions exceeding One Hundred Thousand Dollars (\$100,000.00) cumulatively from any and all governmental entities within a calendar year, Consultant shall, for the duration of this Agreement and for two (2) years thereafter, cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions. Further, pursuant to Section 16 of Article XXVIII of the Colorado Constitution, in the event that the Consultant is awarded sole source contracts in excess of the amounts discussed herein, Consultant shall promptly prepare and deliver to the executive director of the Colorado Department of Personnel, a true and correct “Government Contract Summary,” for this Agreement in a form acceptable to that office.

**ARTICLE XVIII - COLORADO LABOR PREFERENCE:** The provisions of Sections 8-17-101 and 102, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on the Project. "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 qualification.

**ARTICLE XIX - CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of



interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

**ARTICLE XX – COUNTY EXECUTION OF CONTRACT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.



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

**BY:** \_\_\_\_\_  
**George Teal, Chair**

**ATTEST:**

\_\_\_\_\_  
**Clerk to the Board**

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas J. DeBord, County Manager**

\_\_\_\_\_  
**Terence T. Quinn, Director  
Department of Community Development**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland, Director of Finance**

\_\_\_\_\_  
**Chris Pratt, Managing County Attorney**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned **Empire Carpentry LLC.**, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and \_\_\_\_\_ [ a corporation organized under the laws of the State of \_\_\_\_\_ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **Four Hundred and Sevety-Four Thousand and 00/100 dollars (\$474,000.00)** lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. \_\_\_\_\_, in accordance with the all Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

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**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
President

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned **Empire Carpentry, LLC.**, a corporation organized under the laws of the State of Colorado hereinafter referred to as the "Contractor" and

\_\_\_\_\_ [Bonding company name], a corporation organized under the laws of the State of \_\_\_\_\_ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **Three Hundred and Twelve Thousand, Five Hundred and Ninety and 00/100 dollars (\$312,590.00)** lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. \_\_\_\_\_, in accordance with all Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

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**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
President

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

## **EXHIBIT A**

### **Scope of Services**

#### **Rehabilitation of the Spring Valley Schoolhouse of Douglas County**

##### **A. Exterior Rehabilitation**

1. Siding Replacement and Repair
2. Chimney Stabilization
3. Remove Non-Historic Gable End Window and Install New Replica Siding
4. Demolish Existing Stairs and Construct New Replica Stairs
5. Remove Concrete Parge Coat and Paint From Foundation. Repoint and Reset Stone Foundation.
6. Regrade to Provide Positive Drainage
7. Construct New Retaining Wall
8. Remove Raised Platform to Re-expose Stone Foundation for Restoration

##### **B. Interior Rehabilitation**

1. Remove Kitchen and Cabinets
2. Remove Non-Historic Framing and Drywall
3. Remove Stairs to Second Floor
4. Remove Second Floor Bathroom, all Associated Piping and Vents, and all Bathroom Accessories
5. Demolish Second Floor, Second Floor Finishes and Provide Bracing/Shoring
6. Sand and Refinish Wood Floors
7. Restore Slate Chalkboards and Rehang
8. Remove Wallpaper and Wainscoting on First Floor. Prep Drywall and Paint.
9. Install new Replica Baseboard and Stain
10. Frame New Ceiling and Provide Drywall, Paint.
11. Restore Beadboard Ceiling and Walls, Install New Replica Where Missing,
12. Restore Doors and Install New Replica Hardware
13. Restore Windows and Install New Replica Hardware and Interior Storm Windows

##### **C. Electrical Rehabilitation**

1. Install New Electrical Service and Panels
2. Install New Replica Light Fixtures and Outlets



**EXHIBIT B**

Fee Schedule

**Spring Valley School  
Cost Proposal**

July 26, 2024

Preservation Activities:	\$ 239,990
General Conditions	\$ 36,000
Permitting	\$ 3,100
Bonding	\$ 9,500
Overhead and Profit	\$ 24,000
<b>ESTIMATED TOTAL:</b>	<b>\$ 312,590</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be provided to Douglas County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler  
Douglas County  
Risk Management  
100 Third Street  
Castle Rock, Colorado 80104

4. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

6. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

**Approved by:** \_\_\_\_\_

Megan Datwyler  
Risk Manager