

Staff Report

Date:

To: Douglas County Board of County Commissioners

Through: Dan Avery, Deputy County Manager

From: Steve Shoultz, CPRE, Director of Parks and Recreation

CC: Rand Clark, CCAP, NCRT, Assistant Director of Community Services

Subject: **Construction Contract in the amount of \$508,741.00 between Douglas County and 53 Corporation, LLC, for the construction of the Happy Canyon Creek Trail Connection**

Board of County Commissioners Meeting:

March 24th, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

Staff requests Board of County Commissioners approval of a Construction Contract in the amount of \$508,741.00 for the construction of the Happy Canyon Creek Trail Connection in Lone Tree, Colorado. The Connection Trail will serve as a critical pedestrian link to the Happy Canyon Creek Trail. This project will be funded from the State's Strong Community Grant.

II. PROJECT REQUEST

A. Background

The County partnered with Tall Tales Ranch to support residents with Intellectual and Developmental Disabilities (IDD) by developing 28 affordable rental housing units with on-site supportive services and employment opportunities. In August 2024, Douglas County was awarded State of Colorado, Strong Communities Grant Program funds to cover a portion of the project costs. The total project funding available, including grant and authorized local match, is \$1,306,000.

B. Project Description

This project is for the construction of an 800-foot-long and 10-foot-wide trail connection and includes the installation of a prefabricated bridge previously approved by the BCC in January of 2026. The trail is part of a larger trail project that extends from the S. Havana Street sidewalk, adjacent to the proposed Tall Tales Ranch project, to the proposed Happy Canyon Creek Regional Trail on the east side of Happy Canyon Creek. When complete, the trail connection will provide a safe connection residents of Tall Tales and the general public to access the Happy Canyon Creek Trail and other amenities on the east side of the creek.

C. Location

This project is located south of Ridgeway Parkway on the east side of S. Havana Street in Lone Tree. It is adjacent to the Ridgeway Parkway Light Rail Station and the future Tall Tales Ranch.

D. Process

This project was advertised on Rocky Mountain E-Purchasing with an Invitation for Bid in February 2026. Douglas County received 10 bids for evaluation. After evaluating pre-qualification specifications, the project was awarded to 53 Corporation, LLC as the lowest qualified bidder.

III. STAFF RECOMMENDATION

Staff recommends approval of the Construction Contract between Douglas County and 53 Corporation, LLC, in the amount of \$508,741.00 for the construction of the Happy Canyon Creek Trail.

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**CONSTRUCTION CONTRACT
HAPPY CANYON CREEK TRAIL CONNECTION PROJECT**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered into this ____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”) and **53 CORPORATION, LLC**, authorized to do business in Colorado (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is to construct approximately 730 linear feet of concrete trail between the S. Havana St. sidewalk to the Happy Canyon Creek Trail as detailed in Exhibit A Scope of Services; and

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

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, the Parties agree as follows:

1. 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
- General Contract Conditions (Standard Specifications for Construction)
- IFB-0000000004
- Exhibit A - Scope of Services
- Exhibit B - Insurance Requirements

2. 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.

The Contractor warrants that all work, materials, and equipment furnished under this Contract shall be free from defects in workmanship and materials for a period of one (1) year from the date of substantial completion, as defined in the Contract Documents. During the warranty period, the Contractor shall, at no cost to the County, promptly correct, repair, or replace any defects or deficiencies in the work that may appear, whether discovered by inspection or through normal use. This obligation includes all associated costs of removal, replacement, testing, re-inspection, and restoration of affected areas.

If the Contractor fails to make such repairs or adjustments within a reasonable time after receipt of written notice from the County, the County may make such repairs or replacements and deduct the cost thereof from amounts due or becoming due to the Contractor, or recover such costs from the Contractor directly. If the County must recover such costs from the Contractor directly, the Contractor shall repay such costs within ninety days (90) after receipt of such notice from the County with supporting receipts and documentation.

The warranty provided herein is in addition to, and not in limitation of, any other rights or remedies the Owner may have under the Contract Documents or at law. Acceptance of services and work or final payment by the County shall not relieve the Contractor of these warranty obligations.

3. 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 **December 31, 2026**, 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.

4. LIQUIDATED DAMAGES: There will be no liquidated damages for this Contract.

5. TERMS OF PAYMENT: Subject to additions and deletions pursuant to Change Order and other provisions of the Contract Documents, 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 **FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND ZERO CENTS (\$508,714.00)** 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.

6. ANNUAL APPROPRIATIONS: This appropriation is for the fiscal year ending **December 31, 2026**. 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.

7. TAXES: The Contractor shall apply to the State Revenue Department for an exemption certificate to exempt it from having to pay sales and use tax.

8. PERMITS AND LICENSES: Unless otherwise provided, the Contractor shall procure all permits and licenses pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

9. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit B, attached hereto, and incorporated herein by reference.

18. 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 Contractor agrees, that in the event Contractor 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, Contractor 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 Contractor is awarded sole source contracts in excess of the amounts discussed herein, Contractor 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.

19. 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.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The 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 Contract.

21. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

22. 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.

23. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages,

unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **53 CORPORATION, LLC** a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and **EMPLOYERS MUTUAL CASUALTY COMPANY** , a corporation organized under the laws of the **State of Iowa**, 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 **FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND ZERO CENTS (\$508,714.00)** of 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 _____ , 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 IFB-0000000004, 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.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this day of _____, _____, 2026.

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 **53 Corporation, LLC**, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and **Employers Mutual Casualty Company**, a corporation organized under the laws of the **State of Iowa**, 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 **FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND ZERO CENTS (\$508,714.00)**, 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.

The above Contractor has on the _____, 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 IFB-0000000004, 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.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, 2026.

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 Work

The Contractor shall provide all materials, machinery, and labor necessary to complete this project. This project will include but not be limited to construction of concrete trail, concrete pedestrian bridge abutments and wing walls, concrete bridge deck and approach slab, corten steel wing wall railings, all necessary grading including imported fill material, sediment and erosion control components, installation of a 140 linear foot prefabricated corten steel pedestrian bridge (will be delivered to the site by the manufacturer), site furnishings, seeding, and clean up.

The Contractor shall provide professional services described in this Contract and Construction Documents for the Happy Canyon Creek Trail Connection in Lone Tree from the Contractor per the following quotes:

Item #	Item	Qty	Unit	Unit Cost	Total Cost
A1	Traffic control	1	LS	\$2,500.00	\$2,500.00
A2	Construction survey	1	LS	\$11,000.00	\$11,000.00
A3	Mobilization	1	LS	\$45,000.00	\$45,000.00
A4	Site preparation and demolition	1	LS	\$8,000.00	\$8,000.00
A5	Earthwork (including imported fill materials)	1	LS	\$54,000.00	\$54,000.00
A6	Structural backfill, base for wall foundations	164	CY	\$47.00	\$7,708.00
A7	Structural backfill behind walls	326	CY	\$55.00	\$17,930.00
A8	Vehicle tracking control	2	EA	\$1,800.00	\$3,600.00
A9	Stabilized staging area	800	SY	\$8.00	\$6,400.00
A10	Temporary stream crossing	1	EA	\$7,000.00	\$7,000.00
A11	Concrete washout areas	2	EA	\$1,800.00	\$3,600.00
A12	Erosion control blanket	213	SY	\$5.00	\$1,065.00
A13	Silt fence	3,752	LF	\$2.00	\$7,504.00
A14	Concrete pavement	6,631	SF	\$10.00	\$66,310.00
A15	Concrete abutment, wing, and retaining walls	106	CY	\$1,300.00	\$137,800.00
A16	Concrete approach slabs	392	SF	\$16.00	\$6,272.00
A17	Concrete bridge deck	1,680	SF	\$15.00	\$25,200.00
A18	Concrete thickened edge	15	LF	\$55.00	\$825.00
A19	Pedestrian bridge installation	1	LS	\$38,000.00	\$3,8000.00
A20	Abutment wall railings	52	LF	\$575.00	\$29,900.00
A21	Soil preparation, native seed and mulch	86,000	SF	\$0.30	\$25,800.00

A22	Wall drains	1	LS	\$2,500.00	\$2,500.00
A23	Class 6 roadbase	4	CY	\$200.00	\$800.00

EXHIBIT B
Insurance Requirements

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.

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.

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

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.

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.

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.

DOUGLAS COUNTY GOVERNMENT

Department of Community Development

100 Third Street

Castle Rock

303-660-7460

www.douglas.co.us

INVITATION FOR BID (IFB)

IFB-0000000004

HAPPY CANYON CREEK TRAIL CONNECTION PROJECT

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN
FEBRUARY 25, 2026 @ 5:00 PM**

BIDDER'S CERTIFICATION

We offer to provide to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

BIDDER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____

BY: _____

(Printed or Typed Name)

(Signature)

TAXPAYER I.D. NUMBER: _____

Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.

Bids shall be received ELECTRONICALLY ONLY through the Rocky Mountain E-Purchasing/BidNet System website at (www.bidnetdirect.com/colorado/douglas-county-government). All responses should consist of **one (1) PDF document**. The title of your document should reflect "**Company Name and IFB Number**". It is the Contractors sole responsibility to ensure that their response is received on time.

Douglas County distributes solicitation documents through the Rocky Mountain E-Purchasing/BidNet System only. Copies of solicitations obtained from other sources are not considered official copies and the County cannot attest to their accuracy. All BidNet System questions must be addressed with BidNet Vendor Support at 800-835-4603.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in the said bid and furthermore, to award an agreement/contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, the County reserves the right to negotiate optional items and/or services with the successful bidder.

OVERVIEW:

Through this Invitation for Bid (IFB), the Department of Parks and Recreation of Douglas County Government, Colorado, hereinafter referred to as the County, respectfully requests bids from qualified firms to construct approximately 730 linear feet of concrete trail between the S. Havana St. sidewalk to the Happy Canyon Creek Trail. The successful bidder shall provide all materials, machinery, and labor necessary to complete this project. This project will include but not be limited to construction of; concrete trail, concrete pedestrian bridge abutments and wing walls, concrete bridge deck and approach slab, corten steel wing wall railings, all necessary grading including imported fill material, sediment and erosion control components, installation of a 140 linear foot prefabricated corten steel pedestrian bridge (will be delivered to the site by the manufacturer), site furnishings, seeding, and clean up.

The initial agreement/contract, issued as a result of this IFB, will be for a period of **7 months**, beginning approximately **April 1, 2026** to and including **October 31, 2026**. All pricing shall be firm and fixed for the initial agreement/contract period. This agreement/contract and any extension to the original period of a subject agreement/contract shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's unanimous satisfaction with the products and services received during the preceding agreement/contract period.

TIME REQUIREMENTS / TENTATIVE PROPOSAL CALENDAR:

FEBRUARY 04, 2026 - Posted on the RME-Purchasing System

FEBRUARY 10, 2026, 10:00 a.m. - Mandatory Site Visit – Schweiger Ranch Trailhead, 10822 S. Havana St., Lone Tree, 80134

FEBRUARY 17, 2026, 5:00 p.m. - Deadline for submission of questions

FEBRUARY 18, 2026, 5:00 p.m. - Posting of questions/responses

FEBRUARY 25, 2026, 5:00 p.m. - due date (see page one)

FEBRUARY 27, 2026 - Final Selection

APRIL 1, 2026 - Contract Start Date

MANDATORY Site Visit:

On **TUESDAY, FEBRUARY 10, 2026 @ 10:00 AM** there will be a mandatory site visit related to this project. The mandatory site visit will allow all potential contractors the opportunity to view the work site location and discuss the project details. The mandatory site visit will be held at **the address noted above**. Only those prospective contractors attending the mandatory site visit will be allowed to submit a response on this project. Please bring a business card to the meeting.

QUESTIONS/INQUIRIES/ADDENDUMS:

All questions related to this IFB must be submitted **ELECTRONICALLY ONLY** through the Rocky Mountain E-Purchasing/BidNet System website at (www.bidnetdirect.com/colorado/douglas-county-government). Please enter only **one (1) question per line**.

If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the potential bidder to ensure that they have received all addendums prior to submitting their IFB response.

BID CONDITIONS AND PROVISIONS:

All bids must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this IFB, which shall become part of the final agreement/contract.

All bids must be signed by a duly-authorized official of the company. The completed and signed bidder certification page (together with all required attachments) must be uploaded to the Rocky Mountain E-Purchasing/BidNet System before the due date and time shown on page one (1).

All participating bidders, by their signature on the certification page, shall agree to comply with all terms, conditions, specifications, and stipulations of this IFB as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this IFB shall constitute cause for rejection by the County. Exceptions or deviations to this IFB must not be added to the IFB pages and must be on company letterhead and accompany the bid response.

All bidders are required to complete all of the information requested in this IFB. Failure to do so may result in the disqualification of your bid response. When omitting a bid on an item, please insert the words "NO BID".

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension price, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Bid pricing shall be fixed and subject to acceptance or rejection within ninety (90) days of the bid due date.

The County will not be responsible for any goods delivered and/or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The successful bidder will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the laws of the State of Colorado for the duration of any agreement/contract issued as a result of this IFB. Additionally, the County must be notified of any changes occurring in this coverage and the successful bidder must demonstrate to the County that such changes do not, in any way, affect the minimum liability insurance required for this bid.

All information submitted in response to this IFB may be subject to disclosure under the Colorado Open Records Act. Bidders are discouraged from providing information that they consider confidential and/or privileged as part of their response to this IFB. If any portion of your response is identified as proprietary and/or confidential, a redacted copy must be uploaded to the Rocky Mountain E-Purchasing/BidNet System with your original/complete response.

The successful bidder may be required, as a provision of this IFB, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The successful bidder shall be in complete compliance with all terms, conditions, specifications, and stipulations of this IFB as outlined herein. The County shall have the right to inspect the facilities and equipment of the successful bidder to ensure such compliance.

No bid shall be accepted from, and no agreement/contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or agreement/contract term or condition as may be provided for or required in any County agreement/contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this IFB.

All bidders agree to abide by all of the laws, regulations, and administrative rulings of the United States, the State of Colorado, and the County of Douglas, securing all necessary licenses/permits in connection with this IFB.

All materials furnished or services performed under the terms of this agreement/contract issued as a result of this IFB shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable federal, state, and local codes.

In the event that this IFB requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All bidders must take into consideration that only the County's documents will be used in the finalization of any contract issued as a result of this IFB. Bidders are responsible for reviewing such documents prior to submitting their bid response.

All bidders must submit written disclosure of any known potential conflicts of interest that may result during the purchase of goods and/or the performance of the services listed herein.

PROFILE OF DOUGLAS COUNTY:

Douglas County was formed in 1861 as one of the first sixteen Colorado counties originally stretching from the Rocky Mountains to the Kansas border. Today the County covers almost 844 square miles highlighting the beauty of the mountains, foothills and plains along the I-25 corridor between Denver and Colorado Springs. Urban areas, include unincorporated Highlands Ranch, the City of Lone Tree, the City of Castle Pines, and the towns of Castle Rock (county seat), Parker and Larkspur. We are recognized for being one of the most family friendly communities in Colorado. The County has a population of about 373,275 persons.

The County provides a wide range of services that include law enforcement and public safety, planning and zoning, parks and open space, highways and streets, culture and recreation, public health and human services, elections, and general administrative services.

The three-member Board of County Commissioners (BOCC) serves as the legislative, policy-making and administrative body governing the unincorporated area of the County. The commissioners are elected at large from one of three geographical districts and serve staggered four-year terms (term-limited to two terms).

Budget authorization is one of the few oversight roles the Board can legally exercise with the other elected officials, who derive their responsibilities and authorities from statute. Those six elected offices include Assessor, Clerk and Recorder, Coroner, Sheriff, Surveyor and Treasurer.

The County is one of four counties, along with Arapahoe, Elbert and Lincoln counties in the Eighteenth Judicial District served by the District Attorney, an elected official responsible for prosecuting all criminal case filings. On March 3, 2020, Governor Polis signed House Bill 20-1026 which split the 18th Judicial District and created a new 23rd District. Until 2025 the 18th Judicial District encompasses Arapahoe, Douglas, Lincoln, and Elbert Counties. Pursuant to House Bill 20-1026, Douglas, Lincoln, and Elbert counties will encompass the new 23rd Judicial District, and Arapahoe County will remain as the sole county within the 18th Judicial District. The creation of the new judicial district is driven by the area's population growth: the four counties' combined population now exceeds 1 million and is the largest district in existence. House Bill 20-1026 creates the 23rd Judicial District on January 7, 2025.

The Board is directly supported by the County Manager, and the County Attorney. Appointed officials manage the remainder of the County's functions, including a Deputy County Manager, Budget, Community Justice Services, Emergency Management, Engineering, Finance, Human Resources, Human Services, Information Technology, Facilities, Fleet and Emergency Support Services, Open Space and Natural Resources, Planning and Community Development, Public Affairs and Public Works.

The Board is charged with the responsibility of providing adequate budget appropriations to fund statutory functions, as well as responding to the service needs of the citizens. In turn, the other elected and appointed officials

are charged with managing their authorized budgets to meet their statutory obligations and service demands as cost-effectively as possible. The Board is required to adopt a final budget by no later than the end of the fiscal year. The adopted budget becomes the County's annual financial plan and mechanism to control spending.

The Board is also financially accountable for five blended component units, the Douglas County Law Enforcement Authority, the Douglas County Woodmoor Mountain General Improvement District, the Lincoln Station Local Improvement District, the Douglas County Deputy Sheriff's Association and the Fallen Officers Fund. The Sheriff's Forfeiture Fund, the Deputy Sheriff's Association and the Fallen Officers Fund are subject to audit, but not to budget law, and are also included in the financial statements of the County.

ETHICAL STANDARDS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement/contract or subcontract, or to any solicitation or IFB, therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under an agreement/contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the bid response shall be disqualified and shall not be reinstated.

ETHICSPPOINT/NAVEX GLOBAL:

Douglas County is committed to an environment where open, honest communication is the expectation, not the exception. Douglas County has implemented a phone and Internet-based reporting system called EthicsPoint/Navex Global. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

An option within the system allows vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to www.ethicspoint.com and entering Douglas County Government, you can file a report, offer a suggestion or voice a concern. Online instructions are available on how to use the system. The EthicsPoint/Navex Global system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

NON-COLLUSIVE BIDDING CERTIFICATION:

By the submission of your bid response, the bidder certifies that:

- 1) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.
- 2) The contents of the bid have not been communicated by the bidder; nor, to the best of their knowledge and belief, by any of their employees or agents, to any person not an employee or agent of the bidder or the surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this bid.
- 3) No bidder shall submit more than one (1) bid for this purchase.

NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of the work under an agreement/contract issued as a result of this IFB, the successful bidder must agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The successful bidder must further agree to insert the foregoing provision into all subcontracts.

INDEMNIFICATION:

The County cannot and by this agreement/contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the vendor/company/contractor or any other person or entity whatsoever, for any purpose whatsoever. The vendor/company/contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this agreement/contract; provided, however, that the vendor/company/contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

INDEPENDENT CONTRACTOR:

The vendor/company/contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this agreement/contract, all personnel assigned by the vendor/company/contractor to perform work under this agreement/contract shall be, and remain at all times, employees of the vendor/company/contractor for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the vendor/company/contractor and/or its designated agents. The vendor/company/contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the vendor/company/contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The vendor/company/contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:

The successful bidder may not assign or otherwise transfer any of its rights or obligations under any purchase order or agreement/contract made and entered into pursuant to the County IFB without the prior written approval of the County Purchasing Division.

CANCELLATION:

The County reserves the right to cancel the whole or any part of an agreement/contract issued as a result of this IFB due to the failure of the successful bidder to carry out any term, promise or condition of the agreement/contract. The County will issue a written notice of default to the successful bidder for failing to act in compliance with the terms and conditions of such an agreement/contract.

EXAMINATION OF RECORDS:

The successful bidder agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement/contract issued as a result of this IFB, have access to and the right to examine any directly pertinent books, documents, papers, and records of the bidder involving transactions of such agreement/contract.

PRICE, PAYMENT, AND DELIVERY:

- 1) All prices shall be firm and fixed for the specified time frame.
- 2) All payment terms shall be "Net 30"; consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.
- 3) In an effort to improve efficiency, Douglas County encourages the use of purchasing cards to make payments. Under this method, payments are made after the verification of the receipt of the goods and services and following the receipt of a proper invoice. Please confirm if this would be an acceptable payment option.

- 4) All deliveries will be “F.O.B. ~ Destination”

TAXES:

All pricing shall reflect all applicable tax exemptions for Douglas County:

- 1) Federal Registration Number: 84-6000761
- 2) State Registration Number: 98-04428

COOPERATIVE PURCHASING:

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Vendors may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The vendor must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

REFERENCE LISTING:

Refer to the Supplemental Contractor Pre-Qualification Form for required reference information.

EXHIBITS:

1. Exhibit “A” ~ Bid Schedule
2. Exhibit “B” ~ Supplemental Contractor Pre-Qualification Form
3. Exhibit “C” ~ Standard County Bid Bond Form*
4. Exhibit “D” ~ Standard County Payment & Performance Bond Forms*
5. Exhibit “E” ~ Standard Construction Contract (for information only)
6. Exhibit “F” ~ Project Specifications
7. Exhibit “G” ~ Project Construction Drawings

*Bonding forms are only required for projects in excess of \$50,000.

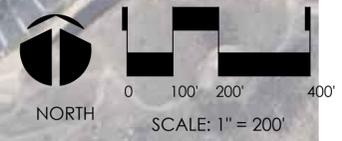
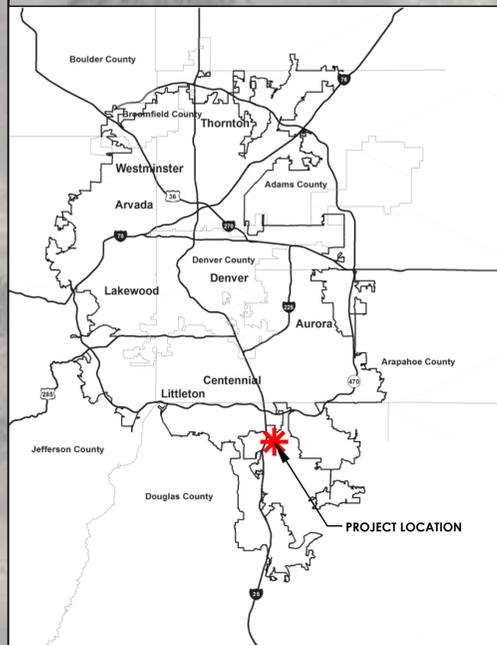


RIDGEGATE PKWY.

I-25

S. HAVANA ST.

STANZA LN.



SUBMITTALS:

ARCHITERRA GROUP
 5981 south deframe street
 littleton, colorado 80127
 telephone 303.948.0766
 www.architerragroup.com



PROJECT #: 2502 DRAWN BY: JSS DATE: 11/15/24 CHKD BY: DJF

LOCATION PLAN
 HAPPY CANYON CREEK TRAIL CONNECTION
 DOUGLAS COUNTY, COLORADO

SHEET:
L-1



TO RTD
LIGHT RAIL STATION

S. HAVANA STREET

TALL TALES
RANCH

HAPPY CANYON
CREEK
HAPPY CANYON CREEK
REGIONAL TRAIL

CONCRETE CONNECTOR TRAIL
- 10' WIDE, 2' SHOULDERS
- MAX. SLOPE 4.9%

PREFAB. PEDESTRIAN BRIDGE
- 12' CLEAR WIDTH, 140' SPAN
- CORTEN STEEL, CONCRETE DECK

**PROPOSED HAPPY CANYON CREEK
GRADING (UNDER CONSTRUCTION)**

