

Public Contract for Services Staff Report

Date: January 14, 2026

To: Douglas County Board of County Commissioners

Through: Dan Avery, Deputy County Manager

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

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

Subject: **Public Contract for Services for \$215,150 between Douglas County and Wheeler Lumber, LLC, for the construction of a bridge for the Happy Canyon Creek Trail Connection**

Board of County Commissioners Hearing:

January 27, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

Staff requests Board of County Commissioners approval of a Public Contract for Services (PCS) between Douglas County and Wheeler Lumber LLC, in the amount of \$215,150, for the construction of a bridge that will span Happy Canyon Creek and serve as a critical pedestrian connection to the Happy Canyon Creek Trail in Lone Tree. The State's Strong Communities Grant will fund bridge construction.

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 a Strong Communities grant from the State to cover a portion of project costs. The total project funding available, including grant and authorized local match, is \$1,306,000.

B. Project Description

The bridge 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 be approximately 800 feet long, 10 feet wide, 6 inches of concrete, and will include the bridge. The 140-foot pedestrian bridge is essential to span the Happy Canyon Creek floodplain. The pedestrian bridge will be a prefabricated Corten steel structure with a 12-foot-wide concrete deck.

South Suburban Parks and Recreation District (SSPRD) will maintain the bridge after the construction is completed in October 2026.

C. Location

This project is located south of Ridgegate Parkway on the east side of S. Havanna Street in Lone Tree. It is adjacent to the Ridgegate 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 December 2025. Douglas County received three bids for evaluation. After evaluating the pre-qualification specifications, the project was awarded to Wheeler Lumber, LLC as the lowest qualified bidder.

III. STAFF RECOMMENDATION

Staff recommends approval of the PCS between Douglas County and Wheeler Lumber LLC in the amount of \$215,150 for the construction of a 140-foot pedestrian bridge.

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PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (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 **WHEELER LUMBER, LLC**, a corporation authorized to do business in Colorado (the “Contractor”). The County and the Contractor, hereinafter collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities related to engineering design, fabrication and delivery of one (1) steel pedestrian bridge; and

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. **LINE OF AUTHORITY:** Steve Shoultz, Assistant Director, Parks, Trails and Building Grounds (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.
2. **SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Parties for the use and occupancy by the Contractor of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$215,150.00)** for the Term of the Contract. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the Parties that the term of this Contract shall commence as of 12:01 a.m. on **JANUARY 10, 2026**, and terminate at 12:00 a.m. on **AUGUST 31, 2026**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. 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.

8. 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.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. 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.

11. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The

Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to:

Douglas County Parks, Trails, & Building
Grounds
Attn: Steve Shoultz, Assistant Director
9651 S Quebec St.
Littleton, CO 80130
Ph: (720) 733-6987
E-mail: sshoultz@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Ph: (303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to:

Wheeler Lumber, LLC
Attn: Nathan Peters
9531 W 78th St Ste 100
Eden Prairie, MN 55344
Ph: (720) 926-1028
E-mail: npeters@wheeler1892.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Contractor agrees 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.

18. GOVERNING LAW; VENUE: This Contract 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. The Contractor expressly

waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. 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.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. 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 the 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.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Invitation for Bid IFB-0000000002
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Invitation for Bid IFB-0000000002

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. 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.

26. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: 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.

28. 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)

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract as of the above date.

WHEELER LUMBER, LLC

BY: _____

ATTEST: (if a corporation)

Printed Name _____

For more information, contact the Office of the Vice President for Research and Economic Development at 515-294-6450 or research@iastate.edu.

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

Exhibit A

SCOPE OF SERVICES

The Contractor shall fabricate one (1) steel pedestrian bridge in accordance with the specifications below and deliver it to the site identified by State Parcel Number 223123200008. The Contractor shall coordinate with the County's Authorized Representative to confirm and finalize delivery details.

PEDESTRIAN BRIDGE

PART 1 GENERAL

1.01 DESCRIPTION

A. The work of this section consists of engineering design, fabrication and delivery of one clear span, welded corrosion-resisting (weathering) structural steel, truss pedestrian bridge with concrete decks and abutment railings.

Installation of the bridge and railings will be under a separate contract as part of the larger trail project.

1.02 ENGINEERING

Provide all engineering to meet the design criteria specified. Design shall be provided for the overall bridge span, all steel bridge members, bearings, anchor bolts, concrete deck, expansion joints, railings, and cover plates at the ends of the bridge. Structural design of the bridge structure(s) shall be performed by or under the direct supervision of a licensed professional engineer and done in accordance with recognized engineering practices and principles. The engineer shall be licensed to practice in Colorado.

1.03 DESIGN

LRFD Guide Specifications for Design of Pedestrian Bridges 2009 with 2015 interim revisions and the AASHTO LRFD Bridge Design Specifications 2014 (7th Ed.) with 2016 Interims shall govern the design, except as specifically modified in this specification section.

1.04 FOUNDATIONS

The bridge design shall be coordinated with the foundation plans to provide proper bridge lengths, support reactions, anchor bolt placement, and other items to ensure proper fit and structural integrity.

1.05 SUBMITTALS

A. Drawings

One digital copy of shop drawings and diagrams shall be submitted to the Owner's Representative for their review. Submittal drawings shall be unique drawings, prepared to

illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross-referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer who is licensed in Colorado.

B. Structural Calculations

Structural calculations for the bridge superstructure shall be submitted by the bridge manufacturer and reviewed by the approving engineer. All calculations shall be signed and sealed by a Professional Engineer who is licensed in Colorado. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. The calculations shall include the following:

1. All AISC allowable stress checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.).
2. Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Special attention shall be given to all welded tube on tube connections (see section 3.3.2 for design check requirements).
3. All bolted splice connections.
4. Main truss deflection checks.
5. U-Frame stiffness checks (used to determine K factors for out-of-plane buckling of the top chord) for all H-section bridges.
6. Deck design.

NOTE: The analysis and design of triangulated truss bridges shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered.

C. Welder certifications in compliance with AWS standard qualification tests.

D. Welding procedures.

1.06 DELIVERY, STORAGE, AND HANDLING

Coordinate the delivery schedule and location with the trail general contractor. The trail general contractor will unload and install the bridge.

PART 2 MATERIALS AND GENERAL DESIGN FEATURES

2.01 STRUCTURAL STEEL

- A. All structural steel shall be new (unused) material. The manufacturer shall provide the Engineer with copies of all certified mill test reports for all structural steel and bolts.
- B. All square and rectangular structural steel tubing shall conform to the requirements of ASTM A 847, Cold-Formed Welded and Seamless High Strength, Low Alloy Structural Tubing With Improved Atmospheric Corrosion Resistance.
- C. All structural steel shapes and plates shall conform to the requirements of ASTM A 588, High-Strength Low-Alloy Structural Steel.
- D. All anchor bolts and nuts shall conform to the requirements of ASTM F 1554 Grade 36, Carbon Steel Bolts and Studs, and shall be galvanized in accordance with the requirements of ASTM A 153. Each anchor bolt shall be provided with two nuts for jamming.
- E. All structural steel field connections shall be bolted with high strength bolts. High strength bolts, including suitable nuts and plain hardened washers, shall conform to the requirements of ASTM A 325. Bolts shall be Type 3.
- F. Any shop splices shall be full penetration welds in accordance with AASHTO and American Welding Society (AWS) Specifications, including sections 1.1 and 1.5.

2.02 CONCRETE DECK

- A. Concrete deck design shall be performed by the bridge manufacturer and shall meet all requirements of CDOT sections 601 and 628.
- B. The bridge shall be supplied with preinstalled stay in place deck forms consisting of corrugated steel. The deck forms shall be hot-dip galvanized in accordance with ASTM A123. The bridge shall have a normal weight Concrete (Class D) deck with minimum concrete thickness of four (4) inches above the deck form corrugations. Concrete Class D (Bridge) and reinforcing steel shall be in full conformance with CDOT 2011 Standard Specifications for Road and Bridge Construction Section 601 "Structural Concrete" and Section 602 "Reinforcing Steel".

2.03 FIELD SPLICES

All bolted field connections shall meet all requirements of CDOT sections 509 and 628, or the ASIC manual for connections in tension.

2.04 WELDING

All welding shall meet the requirements of CDOT sections 509 and 628 and AWSD 1.1 current edition.

2.05 SPAN

The bridge spans shall fit within the abutments that are designed to be 140'-0" apart along the centerline of the bridge (see plans). It is the bridge manufacturer's responsibility to verify the specific bridge span based on the construction documents.

2.06 WIDTH

Bridge width shall be 12'-0" clear measured from the inside of the railing/structural elements.

2.07 BRIDGE SYSTEM TYPE

Bridges shall be designed as a pedestrian underhung truss bridge system. The structures shall have one (1) diagonal per panel and square, plumb, and vertical end members. Interior vertical members shall be plumb.

The dimension from the top of the concrete deck to the bottom chord shall not exceed 2'-0".

The top chord shall be no less than 3'-6" above the deck, and no more than 4'-4" above the deck.

2.08 ATTACHMENTS

A. Safety Rails

Horizontal safety rails shall be placed on the structure to a height of 3'-6" above the deck surface. The rails shall be spaced so as to prevent a 4" sphere from passing through the railing. All ends of the railing components shall have caps.

The railing system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

B. Toe Rail

The bridge shall be supplied with a steel toe rail mounted to the inside face of both trusses. The toe rail shall be a minimum of 4 inches high and will be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the rail and the top of the deck. The span of unstiffened flat toe rail (from center to center of supports) shall not exceed 5'-8".

C. Tread Plate

The bridge shall be supplied with a tread plate to cover the gap between the bridge and the abutment.

D. Rubrails

The bridge will be supplied with 5/4 x 6" nominal IPE rub rails.

Rubrails shall be attached flush to the inside face of the bridge truss verticals and fastened with two carriage bolts at each support location. The span of the rubrail from centerline to centerline of support shall not exceed 6'-6".

The top of the rubrail shall be 3'-0" above the top of the deck (measured at the outside edge of the deck).

E. Camber

The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection, including the concrete deck.

F. Elevation Difference

The bridge shall be constructed to accommodate the elevations shown on the plans.

2.09 BEARING ASSEMBLIES

Bearing assemblies shall be provided by the bridge manufacturer and shall allow for thermal expansion.

PART 3 EXECUTION

3.01 DESIGN AND ENGINEERING

A. Free Draining: The bridges shall be designed to prevent an accumulation of moisture at any point on the structure, enhancing the longevity and reducing maintenance requirements.

B. The bridge design shall meet all requirements of CDOT section 628 and referenced AASHTO standards, except that the design vehicle load shall be H10 - 20,000 lbs.

3.02 DELIVERY AND ERECTION

The bridge shall be supplied with detailed, written instruction in the proper lifting procedures and splicing procedures (if required).

The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

3.03 BEARING DEVICES

Bearing Device: Shall meet all requirements of Type 1 or Type 2 Bearing Devices as specified in CDOT section 512.

3.04 ANCHOR BOLTS

The bridge manufacturer shall determine the number, diameter, minimum grade, finish, and spacing of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the bridge supporting foundations are the responsibility of the foundation engineer and are included in the plans.

Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

3.05 MEASUREMENT AND PAYMENT

A. Pedestrian Bridge

1. Measurement: The pedestrian bridge will be bid as a lump sum item. No other measurements for payment will be made.
2. Payment: Payment will be made at the lump sum price bid and shall include: design, engineering, preparation of stamped shop drawings, fabrication and delivery of the bridge to the site, coordination with abutment/installation Contractor, furnishing of all materials including anchor bolts, related hardware, and other items necessary to complete the work as shown on the drawings and in accordance with the specifications. The installation of the concrete bridge abutments, bridge, and the concrete deck will be by others.

3.06 WARRANTY

The bridge manufacturer shall warrant their steel structure(s) to be free of design, material and workmanship defects for a period of ten years from the date of delivery.

This warranty shall not include decking or any other items not part of the steel truss structure or cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration or any other cause not the result of defective materials or workmanship. Repair or replacements by the Contractor shall be the exclusive remedy for the County for any and all defects under this warranty.

Exhibit B
METHOD OF PAYMENT

Compensation shall be paid by the County as follows: twenty-five percent (25%) of the total price of Two Hundred Fifteen One Hundred Fifty Dollars and Zero Cents (\$215,150.00) shall be due and payable upon the County's approval of the Contractor's drawings, and the remaining balance shall be due and payable at the time of shipment.

The County shall remit payment within thirty (30) days after receipt of a submitted invoice(s), provided that the work invoiced has been completed to the County's satisfaction.

Exhibit C INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT or CONTRACTOR's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. 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 coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. 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 Agreement, 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 from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

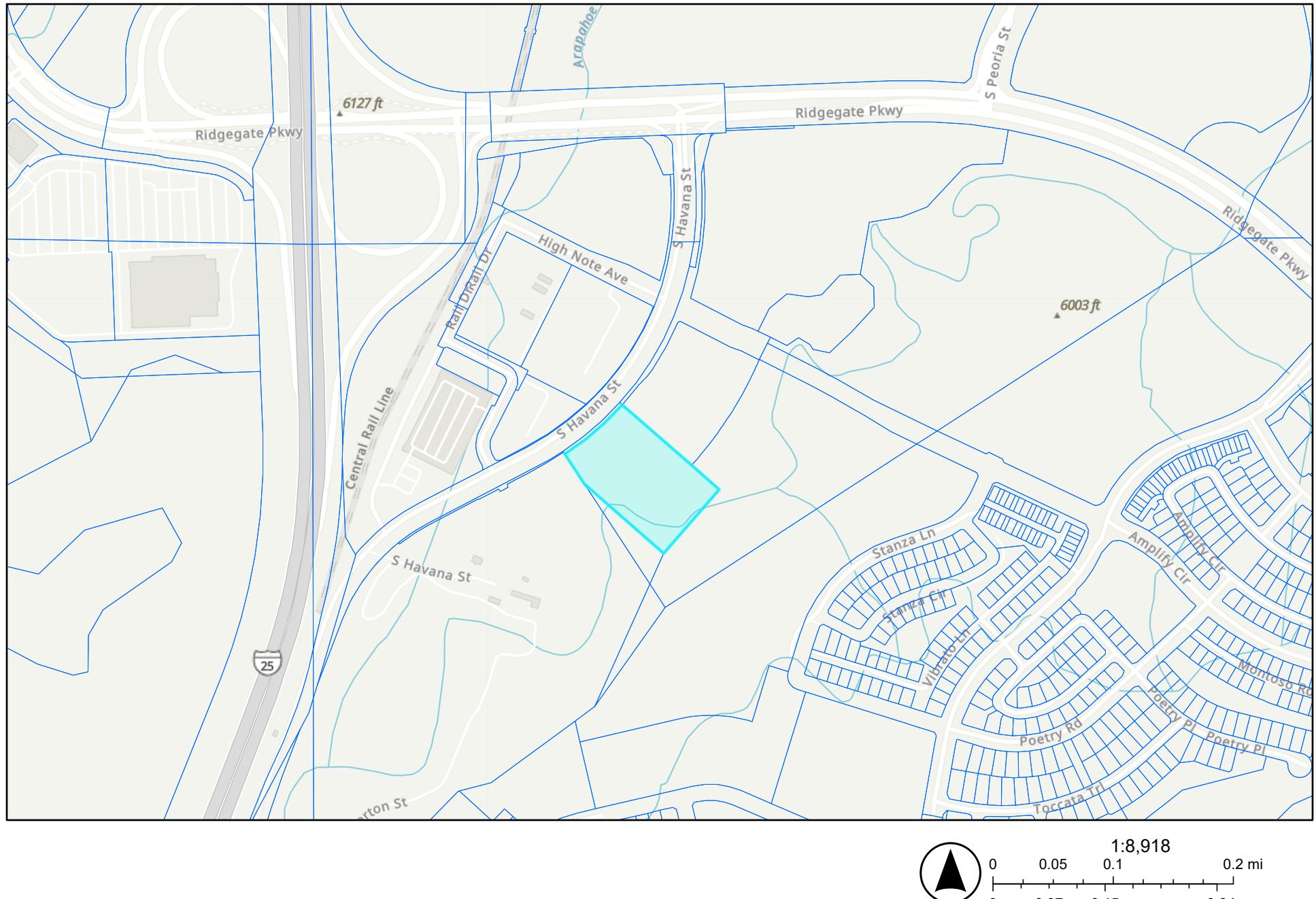
Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



IFB-000000000 - Happy Canyon Creek Trail Connection Pedestrian Bridge Bid Results

	Wheeler Lumber, LLC	TrueNorth Steel	BCS Fabrication
	<p>Nathan Peters 9531 W 78th St Ste 100 Minneapolis, MN 55344</p> <p>npeters@wheeler1892.com 720-926-1028</p>	<p>Michael Philpot, PE 702 13th Avenue E, West Fargo, ND 58078</p> <p>michael.philpot@truenorthsteel.com 307-871-4537</p>	<p>Matt Hasseler 5100 Boyd Lake Ave, Loveland, CO 80538</p> <p>matt@bcsfab.com 720-472-0736</p>
Bid Lumpsum			
	\$215,150.00	\$214,530.00	\$236,700.00
Administrative Completeness (Overall)			
Pre-qualified per IFB list	✓ Pre-Qualified	X No	X No
Submitted required qualifications (name/history + 5 similar bridges)	N/A	X No 5 similar bridges	✓ Yes
Signed Bidder Certification	✓	✓	✓
Signed Bid Schedule	✓	✓	✓

Bridge Location



1:8,918

0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

