


Construction Contract Staff Report

DATE: NOVEMBER 25, 2024
TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER
FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT 
CC: BRITTANY CASSELL, CURATOR
LAUREN PULVER, PLANNING SUPERVISOR
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES
SUBJECT: CONSTRUCTION CONTRACT WITH DEEP ROOTS CRAFTSMEN IN THE AMOUNT
OF \$172,475

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

I. EXECUTIVE SUMMARY

This is a request to execute a contract between the Board of County Commissioners (Board) and Deep Roots Craftsmen (Deep Roots) for \$172,475. The contract is for the stabilization and restoration of the chicken coop, which is part of the Converse Ranch buildings at Hidden Mesa Open Space. The project is funded from the 2024 Parks, Trails, Historic Resources, and Open Space (PTHROS) Sales Tax fund.

II. REQUEST

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

III. BACKGROUND

The Converse Ranch buildings are historically significant for their association with early agriculture and ranching in Douglas County. The ranch was owned and operated by members of the Converse family from 1884 until 1951, the period of significance for this property. Douglas County purchased the property 2002 and the ranch was listed as a local landmark in 2015.

A request for proposals (RFP) was issued in September 2024 for this restoration project. The work will include foundation stabilization, siding, trim and interior rehabilitation, window and door restoration, structural stabilization, and roof replacement. Deep Roots was selected for the project because of their expertise in the requirements of this

particular project and their demonstrated success in preservation work on other County assets.

IV. RECOMMENDED ACTION

Staff recommends approving the construction contract for services between Deep Roots and the Board for \$172,475, as it complies with all County approval standards and policies.

ATTACHMENTS

Construction Contract..... 3-19

CONSTRUCTION CONTRACT
WILLIAM CONVERSE RANCH CHICKEN COOP
PROJECT #: RFP_HR002_2024

This Construction Contract (“Contract”) is made and entered into this 12th day of November, 2024, between the **Board of County Commissioners of the County of Douglas, State of Colorado** (hereinafter “County”) and **DEEP ROOTS TIMBERWORKS LLC dba DEEP ROOTS CRAFTSMEN**, a Corporation in good standing (hereinafter “Contractor”).

1. **Line of Authority.** **BRITTANY CASSELL** 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 Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as the **RESTORATION WORKS ON THE HISTORIC WILLIAM CONVERSE RANCH CHICKEN COOP**. The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract described in Exhibit A, attached hereto and incorporated herein (the “Project”).

3. **Contract Term.** The Contract work shall begin on **NOVEMBER 11, 2024** and shall be completed and ready for final acceptance by the completion date of **DECEMBER 31, 2025**. The Contractor agrees that completion of the Project within the time as set forth herein is of the essence and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time-period.

4. **Contract Documents.** The entire contract between the parties shall consist of and include:

- A. This Contract;
- B. Specifications for this Project Construction;
- C. Plans and Drawings;
- D. Request for Proposal
- E. Notice to Vendors;
- F. Contractor RFP Response;
- G. County’s Payment Policies;
- H. Insurance Requirements
- I. Bid Bond Form;
- J. Payment and Performance Bonds;
- K. Notice of Intent to Award;
- L. Notice to Proceed;
- M. Letter of Acceptance;
- N. Insurance Certificates; and
- O. Exhibits and other attachments.

5. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of **ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS NO CENTS (\$172,475.00)** which amount shall be payable pursuant to the Contract Documents.

6. **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 **ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS NO CENTS (\$172,475.00) for fiscal year 2024.** 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.

7. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 5 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

8. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

9. **Bonds.** If required as a part of this Contract, the Contractor shall secure and maintain, at the Contractor's expense, payment and performance bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the Contract price and shall be filed with the County prior to the commencement of any work on the Project.

10. **Indemnification and Insurance.** Contractor agrees to:

A. **Indemnification.** To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Contractor's services on behalf of the County pursuant to this Contract, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for worker's compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the County, or its agents and employees. Contractor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its

subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**

C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.

D. Contractor is an independent contractor under this Contract. 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. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 10.C herein. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

11. **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.

12. **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.

13. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The

Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

14. **Non-Discrimination in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder.

15. **Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the performance bond of the Contractor.

16. **Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal contract with the patentee or patent owner and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to Contract Documents and shall indemnify the County for any costs, expense, and damages, including attorney's fees, which it may be obliged to pay for any such infringement at any time during the prosecution, or after the completion of the Project.

17. **Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

18. **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.

19. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

20. **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.

21. **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.

22. **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 and as more particularly described in Exhibit B and pursuant to the "Fee Schedule" in Exhibit B, attached hereto and incorporated herein. 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.

23. **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.

24. **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 Government
Community Development Department
Attn: Brittany Cassell
100 Third Street,
Castle Rock, CO 80104
E-mail: bcassell@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Phone: 303-660-7414

and by the County to: Deep Roots Craftsmen
Attn: Jon Sargent

PO Box 207
Fort Collins, CO 80522
Phone: 970-795-2786
Email: deeptocraft@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, 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 from time-to-time 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.

25. **Insurance.** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein. 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.

26. **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.

27. **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.

28. **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.

29. **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 32
- 2nd Request for Proposal (RFP) # RFP_HR002_2024
- 3rd Exhibit C ~ Insurance Requirements
- 4th Exhibit A ~ Scope of Services
- 5th Exhibit B ~ Method of Payment
- 6th RFP # RFP_HR002_2024 Response

30. **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.

31. **Entire Contract.** The parties acknowledge and agree that the provisions contained herein constitute the entire contract 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.

32. **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.

[END OF PAGE]

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

DEEP ROOTS TIMBERWORKS LLC
dba DEEP ROOTS CRAFTSMEN

BY: Jan Sargent

ATTEST: (if a corporation)

Printed Name: Jan Sargent

Title: Owner

Title: _____

DATE: 11/12/24

Signature of Notary Public Required:

STATE OF Colorado)
COUNTY OF LaVine)

ss.

The foregoing instrument was acknowledged before me this 12th day of November, 2024, by Jan Sargent.

Witness my hand and official seal

[Signature]
Notary Public

My commission expires: 10/22/27

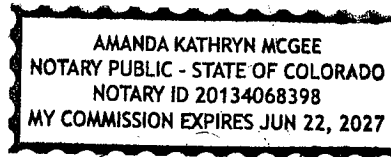


Exhibit A
SCOPE OF SERVICES

The Contractor shall complete the restoration works as identified below on the historic William Converse Ranch Chicken Coop located on the Hidden Mesa Open Space in Franktown, Colorado:

1. Foundation Stabilization
2. Siding and Trim Rehabilitation
3. Window and Door Restoration
4. Structural Stabilization
5. Interior Rehabilitation
6. Roof Replacement

Exhibit B
METHOD OF PAYMENT

Cost Breakouts:

	Labor hours:	Material Costs:	Sub Costs:	Subtotal:
Demolition	48	\$ 100	\$ 0	\$ 4,370
Sitework/ Masonry	30	\$ 0	\$ 22,450	\$ 25,150
Window/ Doors	350	\$ 2,400	\$ 0	\$ 35,235
Siding/ Trim/ Paint	310	\$ 9,800	\$ 0	\$ 43,070
Rough Carpentry	80	\$ 2,900	\$ 0	\$ 11,230
Roofing	20	\$ 0	\$ 11,150	\$ 12,950
General Conditions				\$ 20,055
Bonding				\$ 5,330
Permitting				\$ 1,715
Overhead and Profit				\$ 13,370
ESTIMATED TOTAL:				\$ 172,475

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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **Deep Roots Timberworks LLC dba Deep Roots Craftsmen**, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____ [*Bond Company name*], a corporation organized under the laws of the State of _____ [*Bond Company state*], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **One Hundred Seventy-Two Thousand Four Hundred Seventy-Five Dollars No Cents (\$172,475.00)** lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ___ **day of** _____, **202**__, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **Contract No. RFP_RH002_2024**, 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 _____, _____.

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 **Deep Roots Timberworks LLC dba Deep Roots Craftsmen**, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____ [*Bond Company name*], a corporation organized under the laws of the State of _____ [*Bond Company state*], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **One Hundred Seventy-Two Thousand Four Hundred Seventy-Five Dollars No Cents (\$172,475.00)** lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ___ **day of** _____, **202__**, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **Contract No. RFP_RH002_2024**, 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 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 _____, _____.

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.)