

**CITY OF BOULDER, COLORADO
NOTICE OF REQUEST FOR PROPOSALS**

VALMONT BUTTE PRAIRIE DOG BARRIER

RFP 45-2005

The City of Boulder is requesting proposals for a contractor to install approximately 4,700 linear feet of 42" Griffolyn T-105 vinyl barrier at the Valmont Butte site.

Proposals will be received until 4:00 p.m., Friday, October 19, 2007, in the Offices of Facilities and Assets Management (FAM).

Proposals shall be plainly marked "RFP 45-2005, Valmont Butte Prairie Dog Barrier, Friday October 19th, 2007" and addressed to:

Bill Boyse
City of Boulder - FAM
1720 13th Street
Boulder, CO 80302

Alternatively, proposals may be faxed to 303-441-4063

Bidding Documents for this RFP are available for download on our web site at:
WWW.BOULDERCOLORADO.GOV/PURCHASING

No proposals will be considered which are received after the time mentioned.

City of Boulder, Colorado
A Municipal Corporation

By _____
For the Director of Finance and Record
Ex-officio City Clerk

Valmont Butte Prairie Dog Barrier
Scope of Work
October 4, 2007

Conditions:

1. The Valmont Butte site is closed to the public and entry gates must remain locked at all times.
2. City point of contact is Bill Boyes 303-884-4128 (24/7 cell) or Glenn Magee 303-884-4964 (cell).
3. Work will be completed Monday through Friday from 8:00 AM to 5:00 PM unless specific conditions are approved by City of Boulder.
4. Contractors must provide MSDS sheets for all chemicals used.
5. Native American observer must be present during all excavations. Contractor shall coordinate with city's point of contact to schedule the observer. The city will pay all costs for the observer.
6. The city has contracted with Walsh Environmental Scientists & Engineers to develop a Health & Safety plan due to the possibility of encountering radioactive and/or contaminated soils in the vicinity of the primary and secondary tailings ponds. Contractor shall coordinate with Walsh Environmental and the city to fully implement the Health & Safety plan. The city will pay all unusual costs associated with implementation of the Health & Safety plan.
7. All work must be completed within 30 calendar days of notice to proceed in the form of a city purchase order.
8. Final project cost will be based on actual linear feet of fencing installed. Contractor to provide a cost per linear foot in their bid to facilitate calculation of final payment.
9. Contractor must provide proof of insurance per Attachment A before any work is started.
10. Contractor must sign certification Attachment B.
11. A pre-bid walkthrough is scheduled at 2:00 pm on Thursday October 11, 2007. Attendance is not required but is highly recommended.
12. Bids are due to City of Boulder no later than 4:00 pm on Friday, October 19, 2007. Bids may be faxed to 303-441-4063 or delivered to:
City of Boulder – FAM
1720 13th Street
Boulder, CO 80302

Scope:

1. Install approximately 4,700 linear feet of 42" Griffolyn T-105 vinyl barrier to prevent re-population of tailings pond caps at approximately 30 feet from the edge of the tailing pond caps as noted in Attachment C. Barrier material to have a 5-year warranty minimum. See fence diagram in Attachment D.
2. Trench barrier 12" deep along fence line.
3. Set 5"x 6-1/2' ACQ posts with 4' x 8' cross members in H configuration at ends and corners.

4. Set 3"x 6-1/2' ACQ posts on 15' centers, tamped into soil.
5. Use one strand of HTF (12-1/2 gauge, high tensile fence wire) in bottom of trench and tension.
6. Place vinyl barrier in trench, tighten and secure to end. Use one upper strand of HTF laced through top grommets and tension.
7. Attach bottom strand of HTF to bottom grommets with 9 gauge galvanized hog rings.
8. Staple HTF to posts with either hot dipped galvanized (meet ASTM A 153 class D standards) or stainless steel fasteners.
9. Backfill trench.
10. Contractor to install temporary entry points at convenient points, to be determined by the project manager, on the north and south sides of the primary and secondary tailings ponds (4 points total). Entry points will allow heavy equipment to enter and exit the tailings ponds. Entry points may be chain link panels attached to installed permanent fence points. Vinyl fence material and sweeps to be installed to block the vision and access of prairie dogs through the entry points.
11. Contractor shall obtain all permits and approvals necessary to complete the scope of work.
12. Contractor will properly dispose of any wastes in accordance with all laws, regulations and in a manner that reuses or recycles the waste to the maximum extent feasible.

Contractor will be selected based on:

1. Fixed price bid. Bid to be all inclusive for installation of 4,700 LF of fence.
2. Experience installing similar wildlife mitigation barriers.
3. Ability to support 30 day work schedule.
4. Submittal of all required information.
5. Cost per linear foot of fence installation must be provided to calculate final costs to install the amount of fencing needed in the as-built configuration.
6. Experience working on similar City of Boulder projects.
7. Successful completion of reference checks.

CITY OF BOULDER
INSURANCE REQUIREMENTS

Prior to commencement of any work, contractor shall forward Certificates of Insurance to the Project Manager. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.

I. Types and Limits of Coverage:

A. Workers' Compensation and Employers' Liability:

- | | | |
|------|-----------------------|--------------------------|
| i. | State of Colorado: | Statutory |
| ii. | Applicable Federal: | Statutory |
| iii. | Employer's Liability: | \$100,000 Each Accident |
| | | \$500,000 Disease-Policy |
| | Limit | |
| | | \$100,000 Disease-Each |
| | Employee | |
| iv. | Waiver of Subrogation | |

B. Commercial General Liability:

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|------|---|-----------|
| i. | Bodily Injury & Property Damage General | |
| | Aggregate Limit | \$500,000 |
| ii. | Personal & Advertising Injury Limit | \$500,000 |
| iii. | Each Occurrence Limit | \$500,000 |

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

Other General Liability Conditions:

1. **Contractor agrees that the insurance afforded the City of Boulder is primary and non-contributory with any insurance or self-insurance carried by the City of Boulder.**
2. If coverage is to be provided on Claims Made forms, contractor must refer policy to the City Attorney's Office for approval and additional requirements.

C. Commercial Automobile Liability Limits

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|------|--|-----------|
| i. | Bodily Injury & Property Damage Combined | |
| | Single Limit | \$500,000 |
| ii. | Medical Payments per person | \$ 5,000 |
| iii. | Uninsured/Underinsured Motorist | \$100,000 |

Attachment A

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

D. Whenever work under this contract includes “Professional Services” (as defined below), Contractor shall maintain Professional Liability (errors and omissions) covering wrongful acts for professional errors and / or omissions of Contractor arising out of the scope of professional services sustained because of or in the course of operations/services under this contract.

“Professional Services” means (but not limited to) those functions performed for others by you or on your behalf that are related to your practice as a Consultant that provides advice and insight as respect to the Owner’s Representation and Project Management for multiple construction and remodel projects for the City of Boulder. This includes preparation, approval, or failure to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders; designs, specifications; inspection, supervision, quality control, architectural or engineering services. Minimum limits to be as follows:

- | | |
|---------------------|-------------|
| i. Each Claim/Loss: | \$1,000,000 |
| ii. Aggregate: | \$1,000,000 |

City of Boulder may require that this coverage remain in place for one year after the projects are completed.

II. Prior to the execution of this Contract by the City, the Contractor shall forward Certificates of Insurance to the Project Manager. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.

III. **All insurance policies** (except Workers Compensation) **shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto Liability.

IV. The City requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the City.

V. The City of Boulder reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI.

VI. Certificates of insurance on all policies shall give the City of Boulder written notice of not less than thirty (30) days prior to cancellation or change in coverage.

The Contractor certifies that the Contractor shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) if the Contractor is not accepted into the basic pilot program prior to entering into this contract, the Contractor shall apply to participate in the basic pilot program every three months until the contractor is accepted or this contract has been completed, whichever is earlier, and (iii) otherwise will comply with the requirements of section 8-17.5-102(2)(b), C.R.S. The Contractor shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102, C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or section 8-17.5-101 *et seq.*, C.R.S. the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

Signed: _____

Date: _____

Printed Name: _____

Title: _____

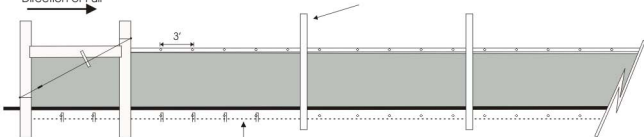
Barrier A - Guideline diagram

Basic trenched vinyl barrier with high tensile fence wire support (temporary long-term, 2-5 years)

HTF attached to anchor post (far side) strung through grommets along length to support barrier.

3"-4" x 6 1/2' ACQ treated wood post every 15' for high wind load conditions (every 30' otherwise). HTF stapled to post (not hammered in all the way to allow movement). Post depth of 2' and hand tamped in.

Direction of Pull
→



*Use an H-brace anchor for spans up to 200'.

- 12" deep trench for base of vinyl, staked in, and tamped with dirt to hold down.
- Alternative: HTF can also be strung along bottom of trench, tensioned at ends, then vinyl attached to anchors with hog rings.

*Use double H-brace anchor for spans greater than 200'

