

INVITATION TO BID



**UPPER FOURMILE CANYON DRIVE CONSTRUCTION AND
UPPER FOURMILE CREEK STREAM RESTORATION
Contract ID# TDST17135F**

BID #6675-17

SUBMITTAL DUE:

**Friday, August 11, 2017
10:00 A.M.**

**BOULDER COUNTY PURCHASING
2025 14TH STREET
BOULDER CO 80302**

Purchasing@bouldercounty.org

INVITATION TO BID

Fourmile Canyon Drive and Fourmile Creek is part of the permanent repair work being performed by Boulder County in response to flood events that occurred in September of 2013. The project limits extend along upper Fourmile Canyon Drive from Salina Junction to Sunset and include along Emerson Gulch Road the intersection to Fourmile Canyon drive to the northernmost eastward bend. Existing Upper Fourmile Canyon Drive (CR118) is approximately 5 miles having portions of paved 18 foot wide sections, located in a narrow mountain valley characterized by residential development along the Fourmile Creek Basin. The final design includes roadside drainage ditches and drainage design as a result of the proposed roadway improvements or undersized/non-functional existing drainage structures.

Specifications, plans and a sample contract with a FEMA and a NRCS/EWP specific addendum are attached. The successful proposer shall execute the attached addendum as part of any contract with the county and comply with all FEMA and NRCS/ESP requirements set forth in that addendum.

Dropbox links to the Specials, Plans, ROW and other reports can be found below:

https://www.dropbox.com/sh/pam35b840vxvoj6/AABsHG3MTJ_shzsatfrkP7bOa?dl=0

Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid meeting will be held **Thursday, July 27, 2017 at 9:00 a.m. in the Large Conference Room at the office of Boulder County Transportation, 2525 13th Street, Suite 203, Boulder, Colorado 80304**. Please allow time to park prior to the meeting. Boulder County highly recommends that potential bidders visit the project site prior to the pre-bid meeting.

Bids from firms not represented at the mandatory pre-bid meeting will not be accepted.

Written Inquires

All inquiries regarding this BID shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before Tuesday, August 1 at 4:00 p.m. A response from the County to all inquiries shall be sent via email no later than 5:00 p.m. August 3, 2017.

Submittal Instructions:

Bids are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before 10:00 a.m. Mountain Time on Friday, August 11, 2017.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

E-Mail purchasing@bouldercounty.org; identified as **BID # 6675-17** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **BID # 6675-17** to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302.

All BIDs must be received and time and date **recorded and verified** at the Administrative Services Front Desk by the above due date and time. Sole responsibility rests with the Offeror to see that their BID is received on time at the stated location(s). Any BID's received after due date and time will be

returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all BIDs, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

TERMS AND CONDITIONS

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to insure that the bid arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "Invitation to Bid."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Bids submitted in response to this "Invitation to Bid" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid and any resulting contract shall be clearly stated in the bid itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a bid, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

SPECIFICATIONS

UPPER FOURMILE CANYON DRIVE CONSTRUCTION AND UPPER FOURMILE CREEK STREAM RESTORATION

BID #6675-17

CONTRACT ID#TDST17135F

PAYMENT & PERFORMANCE BONDS

Both a payment and a performance bond are required for this project and must equal 100% of the proposed cost. Please include the cost of this bonding into the total proposed cost.

INSURANCE REQUIREMENTS

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Excess or Umbrella	\$3,000,000
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation. New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.

**BOULDER COUNTY TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION
UPPER FOURMILE CANYON DRIVE ROAD PERMANENT REPAIRS AND UPPER FOURMILE STREAM RESTORATION
4043.SEPT12C37
CONTRACT ID # TDST17135F
BID #6675-17
BID ABSTRACT**

7/17/2017

INDEX ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
201-00000	Clearing and Grubbing	LS		1.00	
202-00010	Removal of Tree	LS		1.00	
202-00027	Removal of Riprap	SY		65.00	
202-00035	Removal of Pipe	LF		407.00	
202-00220	Removal of Asphalt Mat	SY		4,197.00	
202-04002	Clean Culvert	EACH		9.00	
203-00010	Unclassified Excavation (Complete In Place)	CY		15,468.00	
203-00100	Muck Excavation	CY		500.00	
203-01100	Proof Rolling	HOUR		20.00	
203-01500	Blading	HOUR		15.00	
203-01510	Backhoe	HOUR		5.00	
203-01550	Dozing	HOUR		15.00	
203-01594	Combination Loader	HOUR		10.00	
203-01597	Potholing	HOUR		20.00	
203-02330	Laborer	HOUR		15.00	
206-00000	Structure Excavation	CY		1,665.00	
206-00100	Structure Backfill (Class 1)	CY		632.00	
206-00200	Structure Backfill (Class 2)	CY		42.00	
206-00360	Mechanical Reinforcement of Soil	CY		203.00	
206-00510	Filter Material (Class A)	CY		116.00	
206-01001	Bed Course Material (Special)	CY		815.00	
207-00205	Topsoil	CY		5,861.00	
207-00210	Stockpile Topsoil	CY		5,700.00	
208-00002	Erosion Log Type 1 (12 Inch)	LF		8,440.00	
208-00020	Silt Fence	LF		10,140.00	
208-00035	Aggregate Bag	LF		160.00	
208-00041	Rock Check Dam	EACH		20.00	
208-00045	Concrete Washout Structure	EACH		10.00	
208-00070	Vehicle Tracking Pad	EACH		6.00	
208-00106	Sweeping (Sediment Removal)	HOUR		12.00	
208-00107	Removal of Trash	HOUR		8.00	
208-00207	Erosion Control Management	DAY		100.00	
210-00010	Reset Mailbox Structure	EACH		19.00	
210-00090	Reset Delineator	EACH		136.00	
210-00810	Reset Ground Sign	EACH		12.00	
210-00815	Reset Sign Panel	EACH		2.00	
210-01000	Reset Fence	LF		117.00	
211-03005	Dewatering	LS		1.00	
212-00006	Seeding (Native)	ACRE		10.60	
212-00032	Soil Conditioning	ACRE		10.60	
213-00004	Mulching (Weed Free Straw)	ACRE		10.60	
213-00061	Mulch Tackifier	LB		2,120.00	
214-00000	Landscape Maintenance	LS		1.00	
214-00225	Deciduous Tree (2.5 Inch Caliper)	EACH		112.00	
214-00506	Evergreen Tree (6 Foot) (Ball and Burlap)	EACH		91.00	
216-00201	Soil Retention Blanket (Straw-Coconut) (Biodegradable Class 1)	SY		4,680.00	
216-00303	Turf Reinforcement Mat (Class 3)	SY		275.00	
240-00000	Wildlife Biologist	HOUR		10.00	
240-00010	Removal of Nests	HOUR		20.00	
304-06007	Aggregate Base Course (Class 6)	CY		1,077.00	
304-09000	Aggregate Base Course (Special)	CY		6,239.00	
403-34721	Hot Mix Asphalt (Grading SX) (75) (PG 58-28)	TON		1,302.00	
420-00102	Geotextile (Erosion Control) (Class 1)	SY		1,365.00	
420-00132	Geotextile (Separator) (Class 1)	SY		1,571.00	
503-00024	Drilled Caisson (24 Inch)	LF		8,574.00	
504-06315	Ground Nail (15 Foot)	EACH		17.00	
506-00036	Grouted Riprap (36 Inch) (Special)	CY		380.00	
506-00209	Riprap (9 Inch)	CY		132.00	
506-00212	Riprap (12 Inch)	CY		69.00	
506-00224	Riprap (24 Inch)	CY		319.00	
506-00409	Soil Riprap (9 Inch)	CY		126.00	
506-00412	Soil Riprap (12 Inch)	CY		395.00	
506-00424	Soil Riprap (24 Inch)	CY		720.00	

506-03001	Boulder	CY		6.00	
509-00000	Structural Steel	LB		449,330.00	
601-03000	Concrete Class D	CY		107.00	
601-03050	Concrete Class D (Wall)	CY		112.00	
601-40005	Cut Stone Veneer	SF		3,876.00	
601-40301	Structural Concrete Coating	SF		5,248.00	
601-40302	Structural Concrete Coating (Anti-Graffiti)	SF		5,248.00	
602-00000	Reinforcing Steel	LB		154,053.00	
603-01245	24 Inch Reinforced Concrete Pipe (Complete In Place)	LF		58.00	
603-01305	30 Inch Reinforced Concrete Pipe (Complete In Place)	LF		20.00	
603-01605	60 Inch Reinforced Concrete Pipe (Complete In Place)	LF		27.00	
603-02245	30x19 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	LF		105.00	
603-02305	38x24 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	LF		63.00	
603-02365	45x29 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	LF		183.00	
603-02425	53x34 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	LF		111.00	
603-02485	60x38 Inch Reinforced Concrete Pipe Elliptical (CIP)	LF		36.00	
603-02545	68x43 Inch Reinforcement Concrete Pipe Elliptical (Complete In Place)	LF		28.00	
603-05024	24 Inch Reinforced Concrete End Section	EACH		2.00	
603-05030	30 Inch Reinforced Concrete End Section	EACH		1.00	
603-05060	60 Inch Reinforced Concrete End Section	EACH		2.00	
603-05124	30x19 Inch Reinforced Concrete End Section Elliptical	EACH		4.00	
603-05130	38x24 Inch Reinforced Concrete End Section Elliptical	EACH		2.00	
603-05136	45x29 Inch Reinforced Concrete End Section Elliptical	EACH		2.00	
603-05142	53x34 Inch Reinforced Concrete End Section Elliptical	EACH		1.00	
603-05148	60x38 Inch Reinforced Concrete End Section Elliptical	EACH		2.00	
603-05154	68x43 Inch Reinforced Concrete End Section Elliptical	EACH		1.00	
603-70804	8x4 Foot Concrete Box Culvert (Precast)	LF		46.00	
603-71204	12x4 Foot Concrete Box Culvert (Precast)	LF		39.00	
606-00301	Guardrail Type 3 (6-3 Post Spacing)	LF		263.00	
606-01340	End Anchorage Type 3D	EACH		4.00	
606-01390	End Anchorage Type 3K	EACH		3.00	
606-01395	Transition Type 3L	EACH		4.00	
606-02003	End Anchorage (Nonflared)	EACH		3.00	
606-10325	Bridge Rail Type 3	LF		459.00	
607-11525	Fence (Plastic)	LF		850.00	
612-00001	Delineator (Type I)	EACH		20.00	
612-00003	Delineator (Type III)	EACH		43.00	
613-04000	Conduit (Install Only)	LF		186.00	
614-00011	Sign Panel (Class I)	SF		185.50	
614-00216	Steel Sign Post (2x2 Inch Tubing)	LF		384.00	
620-00002	Field Office (Class 2)	EACH		1.00	
620-00020	Sanitary Facility	EACH		1.00	
625-00000	Construction Surveying	LS		1.00	
626-00000	Mobilization	LS		1.00	
627-00002	Thermoplastic Pavement Marking	SF		60.00	
627-00005	Epoxy Pavement Marking	GAL		27.00	
630-00000	Flagging	HOUR		4,200.00	
630-00007	Traffic Control Inspection	DAY		130.00	
630-00012	Traffic Control Management	DAY		260.00	
630-10005	Traffic Control	LS		1.00	
630-80359	Portable Message Sign Panel	EACH		4.00	
630-86810	Traffic Signal (temporary)	EACH		1.00	
630-80370	Concrete Barrier (Temporary)	LF		2,400.00	
641-10000	Shotcrete	SY		12.00	
SUBTOTAL →					
630-00002	F/A Uniformed Traffic Control	FA	\$40,000.00	1.0	\$40,000.00
700-70010	F/A Minor Contract Revisions	FA	\$875,000.00	1.0	\$875,000.00
700-70586	F/A Mine Waste Management	FA	\$150,000.00	1.0	\$150,000.00
SUBTOTAL →					\$1,065,000.00

ROAD CONSTRUCTION SUBTOTAL →

Stream Restoration

INDEX ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
201-00001	Clearing and Grubbing	ACRE		3.06	
203-00010	Unclassified Excavation (Complete In Place)	CY		7,314.00	
203-00042	Stream and Floodplain Grading (Final)	HR		196.00	
208-00400	Water Control	LS		1.00	
212-00023	Revegetation - Riparian Seeding & Mulch	ACRE		3.06	
214-05000	Revegetation - Zone A (10 CI, Furnish and Install)	EACH		264.00	
214-05001	Revegetation - Zone A (10 CI, Install Only)	EACH		264.00	
214-05002	Revegetation - Zone A (10 CI, Furnish Only)	EACH		1,469.00	
214-05003	Revegetation - Zone B (40 CI, Furnish and Install)	EACH		2,302.00	
214-05004	Revegetation - Zone B (40 CI, Install Only)	EACH		2,302.00	
214-05005	Revegetation - Zone B (40 CI, Furnish Only)	EACH		460.00	
214-05006	Revegetation - Zone B (3' Cuttings, Furnish and Install)	EACH		1,489.00	
214-05007	Revegetation - Zone B (3' Cuttings, Install Only)	EACH		1,489.00	
214-05008	Revegetation - Zone B (5' Cuttings, Furnish Only)	EACH		2,172.00	
214-05009	Revegetation - Zone C (40 CI, Furnish and Install)	EACH		632.00	
214-05010	Revegetation - Zone C (40 CI, Install Only)	EACH		632.00	
216-00201	Soil Retention Blanket (Straw-Coconut)(Biodegradable Class 1)	SY		2,401.00	
506-03001	Boulder	CY		755.00	
506-03002	On-Site Boulder	CY		250.00	
506-03003	Log (35ft)	EACH		4.00	
506-03004	On-Site Log (35ft)	EACH		2.00	
506-03005	Log (20ft)	EACH		6.00	
506-03006	On-Site Log (20ft)	EACH		2.00	
506-03007	Log (15ft)	EACH		18.00	
506-03008	On-Site Log (15ft)	EACH		6.00	
506-03009	Root Wad	EACH		38.00	
506-03010	On-Site Root Wad	EACH		13.00	
506-03011	Soil Wrapped Lift	LF		260.00	
506-03012	Toe Wood	LF		260.00	
506-03013	Geotextile	SY		2,002.45	
506-03014	Type VL Bedding	CY		699.30	
506-03015	Root Wad Bank Protection (Install Only)	LF		150.00	
506-03016	Toe Wood with Soil Wrapped Lift (Install Only)	LF		260.00	
506-03017	Boulder Bank Protection (Install Only)	LF		1,665.00	
506-03018	Rock Cross Vane (Install Only)	EACH		2.00	
506-03019	Boulder J-Hook Vane (Install Only)	EACH		3.00	
506-03020	Converging Boulder Cluster (Install Only)	EACH		9.00	
506-03021	Rock Step Pool (Install Only)	EACH		6.00	
506-03022	Rock and Log Step Pool (Install Only)	EACH		5.00	
621-00401	Temporary Stream Crossing	EACH		1.00	
625-00000	Construction Surveying	MILE		0.74	
626-00000	Mobilization	LS		1.00	
630-10005	Traffic Control	LS		1.00	
				SUBTOTAL →	
700-70010	F/A Minor Contract Revisions	FA	\$75,000.00	1.0	\$75,000.00
700-70586	F/A Mine Waste Management	FA	\$50,000.00	1.0	\$50,000.00
				SUBTOTAL →	\$125,000.00
				STREAM RESTORATION SUBTOTAL →	
				CONSTRUCTION TOTAL →	

**BOULDER COUNTY TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION
UPPER FOURMILE CANYON DRIVE ROAD PERMANENT REPAIRS AND UPPER FOURMILE STREAM RESTORATION
4043.SEPT12C37
CONTRACT ID # TDST17135F
BID #6675-17
BID ABSTRACT**

Stream Restoration - Alternative					
INDEX ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
201-00001	Clearing and Grubbing	ACRE		2.54	
203-00010	Unclassified Excavation (Complete In Place)	CY		3,597.00	
203-00042	Stream and Floodplain Grading (Final)	HR		190.00	
212-00023	Revegetation - Riparian Seeding & Mulch	ACRE		2.54	
214-05000	Revegetation - Zone A (10 CI, Furnish and Install)	EACH		254.00	
214-05001	Revegetation - Zone A (10 CI, Install Only)	EACH		254.00	
214-05002	Revegetation - Zone A (10 CI, Furnish Only)	EACH		1,674.00	
214-05003	Revegetation - Zone B (40 CI, Furnish and Install)	EACH		2,227.00	
214-05004	Revegetation - Zone B (40 CI, Install Only)	EACH		2,227.00	
214-05005	Revegetation - Zone B (40 CI, Furnish Only)	EACH		216.00	
214-05006	Revegetation - Zone B (3' Cuttings, Furnish and Install)	EACH		1,440.00	
214-05007	Revegetation - Zone B (3' Cuttings, Install Only)	EACH		1,440.00	
214-05008	Revegetation - Zone B (5' Cuttings, Furnish Only)	EACH		2,988.00	
214-05009	Revegetation - Zone C (40 CI, Furnish and Install)	EACH		612.00	
214-05010	Revegetation - Zone C (40 CI, Install Only)	EACH		612.00	
216-00201	Soil Retention Blanket (Straw-Coconut)(Biodegradable Class 1)	SY		1,916.00	
506-03001	Boulder	CY		81.79	
506-03002	On-Site Boulder	CY		27.26	
506-03003	Log (35ft)	EACH		3.00	
506-03004	On-Site Log (35ft)	EACH		1.00	
506-03005	Log (20ft)	EACH		3.00	
506-03006	On-Site Log (20ft)	EACH		1.00	
506-03007	Log (15ft)	EACH		30.00	
506-03008	On-Site Log (15ft)	EACH		10.00	
506-03009	Root Wad	EACH		18.00	
506-03010	On-Site Root Wad	EACH		6.00	
506-03011	Soil Wrapped Lift	LF		450.00	
506-03012	Toe Wood	LF		450.00	
506-03013	Geotextile	SY		156.00	
506-03014	Type VL Bedding	CY		21.00	
506-03015	Root Wad Bank Protection (Install Only)	LF		70.00	
506-03016	Toe Wood with Soil Wrapped Lift (Install Only)	LF		450.00	
506-03017	Boulder Bank Protection (Install Only)	LF		50.00	
506-03019	Boulder J-Hook Vane (Install Only)	EACH		1.00	
506-03020	Converging Boulder Cluster (Install Only)	EACH		5.00	
506-03022	Rock and Log Step Pool (Install Only)	EACH		3.00	
625-00000	Construction Surveying	MILE		0.72	
STREAM ALTERNATIVE TOTAL →					

**SIGNATURE PAGE
 UPPER FOURMILE CANYON DRIVE CONSTRUCTION AND UPPER FOURMILE
 CREEK STREAM RESTORATION**

BID #6675-17

CONTRACT ID#TDST17135F

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with Boulder County	
Name and Title of Person Submitting Bid	
Email Address for Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

BOULDER COUNTY
PROJECT NO. BC-SEPT12C37/RD-118-0562
UPPER FOURMILE CANYON DRIVE CONSTRUCTION AND UPPER FOURMILE CREEK
STREAM RESTORATION
CONTRACT ID #TDST 17135F

THIS CONTRACT (“Contract”) is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners (“County”) and _____, (“Contractor”) (Collectively the “Parties”).

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the “Contract Documents”) are each expressly incorporated into this Contract by reference:
 - a. The Invitation to Bid and Bid Specifications of Boulder County Bid No. 6675-17 together with any alterations and/or modifications to these Specifications (the “Bid Documents”);
 - b. Contractor’s proposal in response to the Bid Documents (the “Proposal”);
 - c. Federal Emergency Management Agency’s Grant Program Requirements for Procurement Contract attached hereto as Addendum A;
2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing road construction and stream restoration as specified in the Bid Documents and this Contract (the “Work”. The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract to complete construction of Boulder County Project: BC-SEPT12C37/RD-118-052 - UPPER FOURMILE CANYON DRIVE CONSTRUCTION AND UPPER FOURMILE CREEK STREAM RESTORATION.
3. Payment for Work Performed: In consideration of the foregoing, the County hereby agrees to pay to the Contractor, according to the requirements of the Specifications contained in the documents referenced in paragraph 1, the amounts required for the completed Unit Price Work at the bid price of \$, calculated according to the prices bid, but not to exceed the maximum amount of \$_____, and such further amounts as may be required for the extra work or materials, all according to the provisions and subject to the conditions as set forth in the Specifications. The County shall not be obligated to pay any amounts above the minimum amount of \$_____ unless prior agreed to in writing by the County.
4. Contract Term and Project Time: The term of this contract will continue from the date of execution until December 31, 2018 (the “Contract Term”). It is further agreed that **time is of the essence** of this Contract, and that work shall begin within ten days of the date of the

execution of this Contract and be completed within 220 WORKING DAYS (the "Project Time"). If the Project Time will exceed the Contract Term, the Parties must agree, in writing, to extend or renew the Contract under the provisions of paragraph 5.

Funding for the stream restoration project is limited. Depending on bid prices and funding availability, all or some of the bid alternative items will be included in the project. Boulder County reserves the right to revise the scope of work to meet funding amounts. Contractors will be paid the contracted per unit cost. Any additional work must be completed within the allocated timeframe.

The Project mobilization will commence within ten (10) business days of approval of all permits, and when a Notice to Proceed has been issued by the County. The road work shall be completed with 220 working days in accordance with the NTP, but no later than December 31st, 2018, unless approved otherwise by the Engineer.

The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 14 of this Contract.

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 17, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the Parties, this Contract may be renewed for three additional one-year periods through December 31, 2021, during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 16. If this option to renew is exercised, the Parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
 - a. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both Parties, and attached to this Contract.
 - b. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 10.**
 - c. Should the Parties fail to agree upon the scope of services or compensation to be paid

to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Bond: If this Contract involves the payment of more than fifty thousand dollars (\$50,000) for the construction, erection, repair, maintenance, or improvements or any building, road, bridge, viaduct, tunnel, excavation or the public work for this County, before entering upon the performance of any such work included in this Contract, the Contractor shall duly execute and deliver to, and file with the board, officer, body, or person by whom such Contract was awarded a good and sufficient bond, or other acceptable surety approved by such contracting board, officer, body, or person, in a penal sum not less than one-half of the total amount payable by the terms of the Contract. Such bond shall be duly executed by a qualified corporate surety, conditioned upon the faithful performance of the Contract, and, in addition, shall provide that, if the Contractor or his subcontractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, in the prosecution of the work, the surety will pay the same in an amount not exceeding the sum specified in the bond together with interest at the rate of eight (8) percent per annum. Unless such is executed, delivered, and filed, no claim in favor of the Contractor arising under such Contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the treasurer of the state of Colorado or to the treasurer or other officer designated by the governing body or to the treasurer or other officer designated by the governing body of the contracting local government may be accepted in lieu of a bond. This provision is in compliance with C.R.S.38-26-106.
7. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.
8. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.
9. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the action, obligations, or omissions of the Contractor, its employees, agents, representatives, or other person acting under the Contractor's direction or control in performing or failing to perform the work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, employees, agents and representatives (hereinafter referred to as "indemnified parties") from any and all liability, claims, demands, actions, damage, losses, judgments, costs or expenses, including but not limited to attorney's fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or

control.

10. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

- a. **Commercial General Liability.**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

- b. **Automobile Liability.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

- c. **Workers' Compensation and Employer's Liability.**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

- d. **Pollution Liability.**

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

- e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

f. **Umbrella / Excess Insurance.**

Commercial Umbrella or Excess Liability in the amount of \$3,000,000 following form.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Contractor shall forward certificates of insurance directly to:

Boulder County Transportation
Attn: Laura Konersman
P.O. Box 471
Boulder, CO 80306

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

11. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender

identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

12. Nondiscrimination Provisions Binding on Subcontractors, Including Procurement of Materials and Equipment: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation and including procurement of materials or equipment, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
13. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.
14. Subcontractors: The Contractor will include the provisions of paragraph 6 through 8, and 11 through 12 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the County of Boulder may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.
15. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or worker's compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or worker's compensation insurance only if unemployment compensation coverage or worker's compensation coverage is provided by Contractor, or

some other entity that is not a party to this contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to the contractual relationship.

16. Termination and Related Remedies:

- a. If the County fails to make payment within forty five (45) calendar days of receiving the Application for Payment, the Contractor may upon seven (7) additional days written notice to the County, pursuant to paragraph 17, terminate the Contract and recover from the County payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools and construction equipment and machinery applicable to the Project. The above charges include reasonable profit and damages.
- b. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the County, after seven (7) days written notice to the Contractor pursuant to paragraph 17 and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.
- c. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County reserves the right to terminate further work under this Contract if funds for this purpose are not appropriated, budgeted, or otherwise made available for years subsequent to the current fiscal year. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall have any further liability hereunder, said Contract to cease and terminate as of such date.
- d. The preceding provisions of this paragraph notwithstanding, the performance of work under this Contract may be terminated, in whole or from time to time in part, by the County whenever for any reason the County shall determine that such termination is in the best interests of the County. Termination of work hereunder shall be effected by delivery of written notice to the Contractor pursuant to paragraph 17 specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- (1) After receipt of the written notice, Contractor shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. The Contractor shall then submit a claim for all outstanding amounts due as soon as reasonably possible.

17. Notices: For purposes of the notices required under paragraph 5, 10, and 16, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail, return receipt requested, Electronic Mail (Email), or hand-delivered to the following representatives of the Parties at the following addresses:

For the County: George Gerstle, Director
 Transportation Department
 P. O. Box 471
 Boulder, Colorado 80306
 ggerstle@bouldercounty.org

For the Contractor:

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 16 shall commence to run on the day after the postmarked date of mailing.

18. Statutory Requirements: This Contract is subject to all statutory requirements which are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirements:

- a. Colorado Labor: Colorado Labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed under this Contract, in accordance with C.R.S., Section 8-17-101, et seq. "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment hereunder without discrimination as to race, color, creed, sex, age, or religion, except when sex, or age is a bona fide occupational qualification.
- b. Bribery or Abuse of Public Office: Contractor asserts that it is familiar with the provisions of C.R.S. Sections 18-8-301, et seq. (Bribery and Corrupt Influences) and

Section 18-8-401, *et. seq.*, (Abuse of Public Office) and that no violation of such provisions has occurred with regard to this Contract

- c. Non-Payment to Sub-contractors: Contract Payments may be withheld pursuant to C.R.S. Section 38-26-107, if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

19. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- b. The Contractor shall not 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 public contract for services.
- c. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the

Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- g. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
20. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such Contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part effective upon seven (7) days written notice to the Contractor pursuant to paragraph 16.
21. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.
22. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.
23. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.
24. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the Parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as a cumulative, that is, in addition to every other remedy provided herein or by law.
26. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the Parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.
27. Invalidity Provision: Should any of the provisions of this agreement be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as

though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this agreement, forthwith.

28. Third Party Beneficiary: 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 claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
29. Governmental Immunity: By requiring this right to indemnification the County in no way waives or intends to waive the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et. seq., as amended.
30. Guaranty and Warranties: The Contractor shall furnish the County with a written guaranty for one year covering all labor, materials and workmanship incorporated in the work. The Contractor, in instances of work performed by the specification, shall procure such warranties and deliver them to the County on completion of the work. Such warranties will not lessen the Contractor's responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern.
31. Determination of Unit Prices:
 - a. The County will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The County will review with Contractor the County's preliminary determinations on such matters before rendering written decision thereon (by recommendation of an Application for Payment or otherwise). The County's written decision thereon will be final and binding upon Contractor.
 - b. The value of any Unit Price Work covered by a Change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - (1) By application of unit prices to the quantities of the items involved, subject to the following provisions:
 - (i) Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the

Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made in accordance with Paragraph 28a.

- (ii) Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- (iii) Where the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than ten calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within twenty calendar days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph.

32. Execution by Counterparts; Electronic Signatures: This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on _____.
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

By: _____
Administrative Assistant
Clerk to the Board of

Commissioners

By: _____
Deb Gardner, Chair,
Board of County Commissioners

(seal)

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Boulder County Title VI Assurance

Notice of Public Rights

Boulder County affirmatively ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to all invitations and will not be discriminated against on the grounds of race, color or national origin for all proposals for negotiated agreements.

Boulder County provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in SDCL 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994.

To request additional information on the County's Title VI/Nondiscrimination policy or to file a discrimination complaint, please contact Julia Yager, Title VI Coordinator at 303-441-3525 or write Boulder County Attn: Julia Yager, Title VI Coordinator, PO Box 471, Boulder, CO 80306.

If information is needed in another language or for more information on the Language English proficiency (LEP) program, please contact 303-441-3525 or write to the address listed above.

Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color or national origin by Boulder County may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. Boulder County investigates complaints received no more than 180 days after alleged incident.

Once the complaint is received, Boulder County will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

Boulder County has 60 days to investigate the complaint. If more information is needed to resolve the case, Boulder County may contact the complainant.

The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, Boulder County can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal to the decision, she/he has 10 days after the date of the letter or the LOF to do so. A person may also file directly with the Colorado Department of Transportation, 4201 E. Arkansas Avenue, Room 200, Denver, Colorado, 80222 ATTN: Center for Equal Opportunity, 303-757-9303.

ADDENDUM TO CONTRACT
FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT PROGRAM
REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **Upper Fourmile Canyon Drive Construction and Upper Fourmile Creek Stream Restoration, Bid #6675-17**, Agreement between [CONTRACTOR] ("Contractor"), and Boulder County, (the "County").

The parties acknowledge that the above-referenced contract is subject to the provisions of 44 CFR § 13.36 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). This addendum is hereby expressly incorporated into the agreement between Boulder County and the Contractor. To the extent that the terms of the Agreement and this Addendum conflict, the terms of this Addendum shall control. Nothing in this Addendum shall be construed as making this Agreement contingent upon a Presidential disaster declaration or FEMA's approval or obligation of funds.

The following provisions are hereby added and incorporated into the above-referenced Agreement:

- 1. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (*applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 44 CFR§13.36(i)(3)*)
Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 2. ANTI-KICKBACK ACT COMPLIANCE** (*applicable to all contracts and subgrants for construction or repair; 44 CFR§13.36(i)(4)*)
Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 3. ACCESS TO RECORDS**
 - A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).
 - B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C.** The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to

maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 44 CFR §13.36(i)(11).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (*applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers; 44 CFR §13.36(i)(6)*)

Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

5. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA stated in 44CFR§ 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice’s Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

6. PATENT RIGHTS (*applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8)*)

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

7. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for

government purposes:

(1) The copyright in any work developed with the assistance of funds provided under this Agreement;

(2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)- (9).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. CLEAN AIR AND WATER REQUIREMENTS *(applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year; 44 CFR §13.36(i)(12))*

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

10. TERMINATION FOR CONVENIENCE OF COUNTY *(applicable to all contracts in excess of \$10,000; 44 CFR §13.36(i)(2))*

A. County shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. County shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective

B. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by County and to minimize the liability of Contractor and County to third parties as a result of termination. All such actions shall be subject to the prior approval of the County. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by County.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County.

(7) Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

C. Within 30 days after the specified termination date, Contractor shall submit to County an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work County directed Contractor to perform prior to the specified termination date, for which services or work County has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of County, that Contractor would have

made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the County or otherwise disposed of as directed by the County.

D. In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

E. In arriving at the amount due to Contractor under this Section, County may deduct:

(4) All payments previously made by County for work or other services covered by Contractor's final invoice;

(5) Any claim which County may have against Contractor in connection with this Agreement;

(6) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and

(7) In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

F. County's payment obligation under this Section shall survive termination of this Agreement.

11. TERMINATION FOR DEFAULT

Contractor's failure to perform or observe any term, covenant or condition of this document (Federal Emergency Management Agency's Emergency Management Performance Grant Program Requirements for Procurement Contracts) shall constitute an event of default under this Agreement.

A. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from County to Contractor.

(2) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(3) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

- B.** On and after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to County on demand all costs and expenses incurred by County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
- C.** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy

12. SOCIOECONOMIC ENGAGEMENT

Contractor will take the following affirmative steps to engage small and minority firms, women's business enterprises, and labor surplus area firms.

- A.** Place qualified small and minority business and women's business enterprises on sub-contractor solicitation lists.
- B.** Assure that such firms are solicited whenever they are potential sources.
- C.** Divide total requirements into smaller tasks or quantities to permit maximum participation by such firms.
- D.** Establish delivery schedules which encourage participation by such firms

13. NO SUSPENSION OR DEBARMENT

Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.