



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**REQUEST FOR PROPOSAL**  
**COVER PAGE**

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RFP Number: **7075-19**

RFP Title: **Wildfire Partners Zone 3 Forestry Contractor**

Pre-Proposal Meeting: November 13, 2019

RFP Questions Due: November 20, 2019

Submittal Due Date: December 4, 2019

Email Address: [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Signature Page
- Sample Contract
- FEMA Addendum
- FEMA Record of Environmental Consideration (REC)



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## **PROPOSAL INSTRUCTIONS**

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### **1. Purpose/Background**

#### Zone 3 Fuels Reduction Pilot Project

This RFP is for a new, pilot project within Wildfire Partners—Zone 3 Hazardous Fuels Reduction. The forestry work for this pilot will take place in Zone 3 (100 plus feet from homes) on properties that have already completed defensible space through Wildfire Partners in Zone 1A (0-5 feet), Zone 1 (5-30 feet) and Zone 2 (30-100 or more feet from homes). Zone 3 Hazardous Fuels Reduction project will build upon past defensible space work to further reduce wildfire risk. The work will take place on 15 separate, private parcels throughout western Boulder County. These 15 projects cover a total of 142 acres.

Boulder County is seeking one contractor (or one partnership) and will make one award to complete all 15 projects. All proposals must include all 15 projects. Boulder County will not consider proposals for completing a smaller sub-set of these 15 projects.

#### Wildfire Partners

Launched in 2014, Wildfire Partners is a nationally recognized, collaborative program to reduce wildfire risk. Homeowners, with the assistance from Wildfire Partners, work to better protect their homes by actively creating and maintaining defensible space and reducing the ignition potential of their structures. The program has been funded by participating homeowners, Boulder County, a \$1.5 million grant from the Colorado State Forest Service, and \$1.1 million and \$1.2 million grants from FEMA.

Over 2,00 homeowners are currently in the program. Wildfire Partners offers motivated homeowners many benefits:

- A comprehensive, on-site, wildfire home assessment with a Wildfire Mitigation Specialist
- A Wildfire Partners Assessment Report that identifies the weak links in a home's defenses and specific mitigation measures to be undertaken.
- Wildfire Partners Financial Awards to subsidize the cost of hiring a Wildfire Partners Forestry Contractor
- Free access to Wildfire Partners Phone Advisors
- Follow up visits and inspections with a Wildfire Mitigation Specialist
- For homeowners who pass their inspections, a Wildfire Partners Certificate, yard sign and letter stating that they have performed mitigation

To learn more about Wildfire Partners, visit [www.WildfirePartners.org](http://www.WildfirePartners.org).

**Specifications and a sample contract with a FEMA specific addendum and the FEMA Record of Environmental Consideration (REC) are attached. The successful proposer shall execute the attached addendum and REC as part of any contract with the county and comply with all FEMA requirements set forth in the addendum and REC.**

## **2. Written Inquiries**

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before **2:00 p.m. November 20, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **November 25, 2019**.

**Please do not contact any other county department or personnel with questions or for information regarding this solicitation.**

## **3. Submittal Instructions**

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **10:00 a.m. Mountain Time on December 4, 2019**.

**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 email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email 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.**

**Email**     [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP #7075-19** 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 **RFP #7075-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept 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.



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## **TERMS AND CONDITIONS**

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1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, 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 proposals and to waive informalities and minor irregularities in proposals 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 will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will 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 RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral

clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” 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 proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal 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. Proposers 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. Proposers 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.



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## **SPECIFICATIONS**

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### **Scope of Work**

Boulder County is seeking one forestry contractor with experience conducting complex hazardous fuels treatment, preferably on private land. This scope of work includes 15 separate zone 3 projects, totaling 142 acres. All of these landowners have completed their defensible space in zones 1 and 2 (100 feet around their homes). This zone 3 work occurs outside zones 1 and 2 as depicted on the maps of each project. A summary table of the projects is included below. The majority of the treatment acres are individual tree marked with patch cuts and aspen regeneration represented as limited treatment types.

### **FORESTRY OPERATIONS AND CONDITIONS**

Contractors shall submit a detailed operations plan that employs cost effective treatment methods while complying with all environmental and operational conditions. Contractors should describe their preferred methods for felling, yarding, processing, transporting, and disposing of/using all material. The equipment to be used in each phase of the operations shall also be described. Contractors should propose to utilize whatever equipment they judge to be appropriate for this project (which may differ for different sites), including mechanical harvesters, skidders, and forwarders, as long as required operational conditions are met.

Because this is a fuels reduction project with the goal of reducing wildfire risk, the default for all 15 projects is for the contractor to remove all material—boles and slash. Lop and scatter and broadcasting of chips on site are not permitted. There are no requirements for the utilization of materials or preference where the material is taken; however, pile burning is not allowed. The Contractor is responsible for removing all residual slash and debris from processing areas and hauling this material off site for disposal as well as rehabilitating all adversely impacted areas. Contractor shall not leave heavy residual fuel loads on the forest floor.

Standard forestry “Best Management Practices” (BMPs’) as outlined by the CSFS, are to be adhered to for all harvesting/treatment activities. Contractor is responsible for a thorough working knowledge of the current updated [2010 BMP Standards for the State of Colorado](#).

Contractor must comply with all environmental conditions included in the Record of Environmental Consideration (REC) from Federal Emergency Management Agency (FEMA). For example, all project activities will be conducted during time periods when the ground is frozen or dry. See attachments for a complete list. The required bird surveys have already been completed.

This RFP does not include a detailed list of all forestry performance standards. The selection committee will be looking closely at the operations plans in each proposal as part of the evaluation process. Final operational specifications and considerations will be included in the final contract’s requirements.

### **PROJECT COORDINATION AND CUSTOMER SERVICE**

This project is to complete 15 separate projects. While there are many similarities among these projects, there are also important differences. Site specific instructions relating to the markings and processing of material are included in the summary table and project descriptions. Prior to beginning work at each site, the contractor’s project coordinator shall meet with the landowner or a member of the Wildfire Partners team on site to review the specific requirements for that site. Prior to the completion of work at each site, the contractor’s project coordinator shall also meet with a member of the Wildfire Partners team on site to review all work and ensure it has completed according to the final contract executed by the contractor and Boulder County. Each proposal shall include the name(s) and resume(s) of the contractor’s project coordinator and describe a proposed process for communicating with project staff and individual homeowners and coordinating site visits.

### **TIMING OF WORK**

All work shall be completed by December 31, 2020. The contractor shall propose a detailed schedule for completing the work as part of their bid in response to this RFP. Work will begin after a contract has been executed and training requirements have been completed. Projects with shorter, more compact schedules will receive additional points in the evaluation process (see “project coordination and customer service” under submittal section and evaluation criteria).

### **TRAINING**

The selected contractor is required to participate in a mandatory FEMA training before beginning any field work. See description of the training in the attached REC.



## **COST PROPOSALS**

In addition to the total bid amount, proposals shall list a cost for each of the 15 separate projects as well as a cost per acre for each of these projects by treatment type. To facilitate the process of providing bids, a cost table is provided below. Every proposal is required to include a completed cost table in order to be considered. The final award amount may be reduced if the selected proposal exceeds the available funds. In this case, the number of acres to be treated for one or more project would be reduced and the award would be reduced by the corresponding cost per acre figure listed on selected contractor's cost proposal table. The numbers of acres to be treated for the entire proposal will not be reduced by more than 10%.

## **PAYMENT**

Contractors may submit invoices for completed work once per month. However, Boulder County will hold 50% of the total project budget until all work has been completed and inspected. The contractor will not submit any invoices to homeowners as part of this project. All invoices will be submitted to Boulder County.

## **PRE-PROSAL MEETING**

The pre-proposal meeting on November 13, 2019 will include a visit of three project sites. To attend the pre-proposal meeting, rsvp at [info@wildfirepartners.org](mailto:info@wildfirepartners.org) by November 11, 2019. Contractors will receive detailed instructions of where and when to meet when they rsvp. Many of the projects are located behind locked gates. The timing and location of the site visits may change with limited notice. All interested parties will be visiting projects sites together as one group so an rsvp by November 11 is essential.

# Wildfire Partners Zone 3 Hazardous Fuels Reduction Projects

	Address	Total Acres	Individual Tree Marking (Acres)	Patch Cuts (Acres)	Aspen Regeneration (Acres)	Site Specific Instructions
1	342 Crescent Lake Road, Golden	4.76	4.76	0	0	
2	18182 Peak to Peak Hw, Lyons	26.97	22.88	1.32	2.77	Additional 4,250 cubic feet of material to be removed*
3	3472 & 3474 Sunshine Canyon Drive, Boulder	13.99	13.99	0	0	
4	8566 Flagstaff Road, Boulder	20.96	20.96	0	0	Some logs (1 in 10 logs greater than 8" diameter) to be left on the contour
5	700 Lion Point, Boulder	4.52	4.52	0	0	
6	208 County Road 116, Nederland	7.92	7.54**	0	0.38	Additional 2,400 cubic feet of material to be removed*
7	1080 Valley Lane, Boulder	5.45	5.45	0	0	
8	263 Rockwood Lane, Allenspark	3.00	1.75	1.25	0	Cut and stack logs and pile slash on site; material not to be removed from site
9	119 Pennsylvania Gulch, Nederland	16.08	14.97	0	1.11	Keep limited wildlife slash piles; avoid wildlife middens; additional 4,200 Cuft material to be removed***
10	67 Wild Horse Circle Boulder	3.77	3.77	0	0	
11	15927 Gold Hill Road, Boulder	4.21	2.36	0	1.85	
12	15344 Gold Hill Road, Boulder	3.70	2.92	0	0.78	Keep 4 cords of wood on site
13	1385 W Coach Rd, Boulder	17.73	17.73	0	0	
14	95 Rowell Drive, Lyons	5.00	5.00	0	0	
15	501 Coughlin Meadows Rd, Boulder	3.88	3.33	0.55	0	
	<b>Total</b>	<b>141.94</b>	<b>124.39</b>	<b>2.57</b>	<b>6.89</b>	
	*estimated amount of additional material to be removed from homeowner treatment					
	**two different types of markings					
	***avoid disturbing areas of wildlife activity					






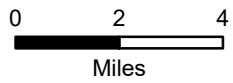
# Boulder County Land Use Department

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## HAZARDOUS FUELS REDUCTION AREAS

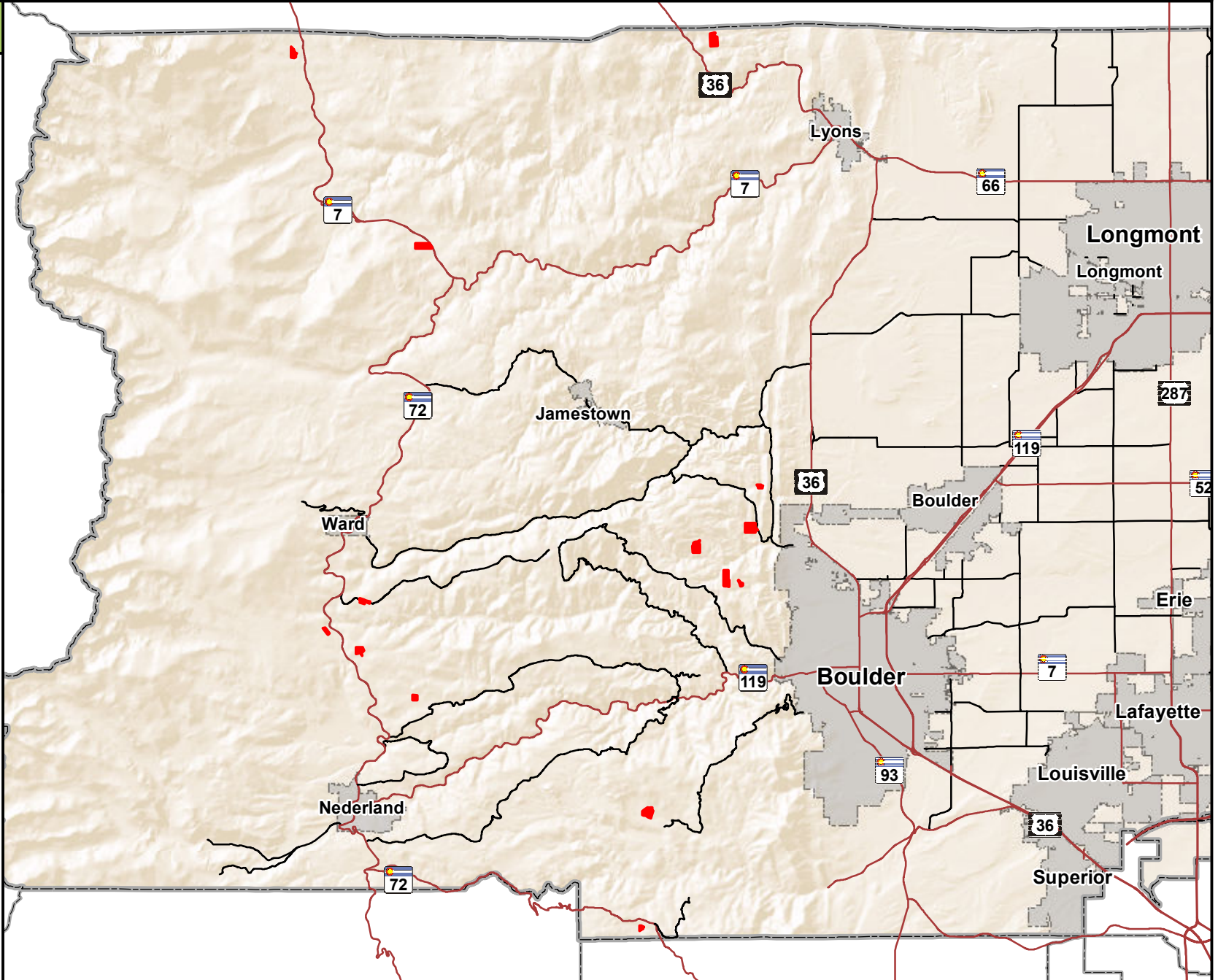
### Legend

-  Fuels Reductions (15)
-  Municipality
-  County Boundary



Date: 10/23/2019

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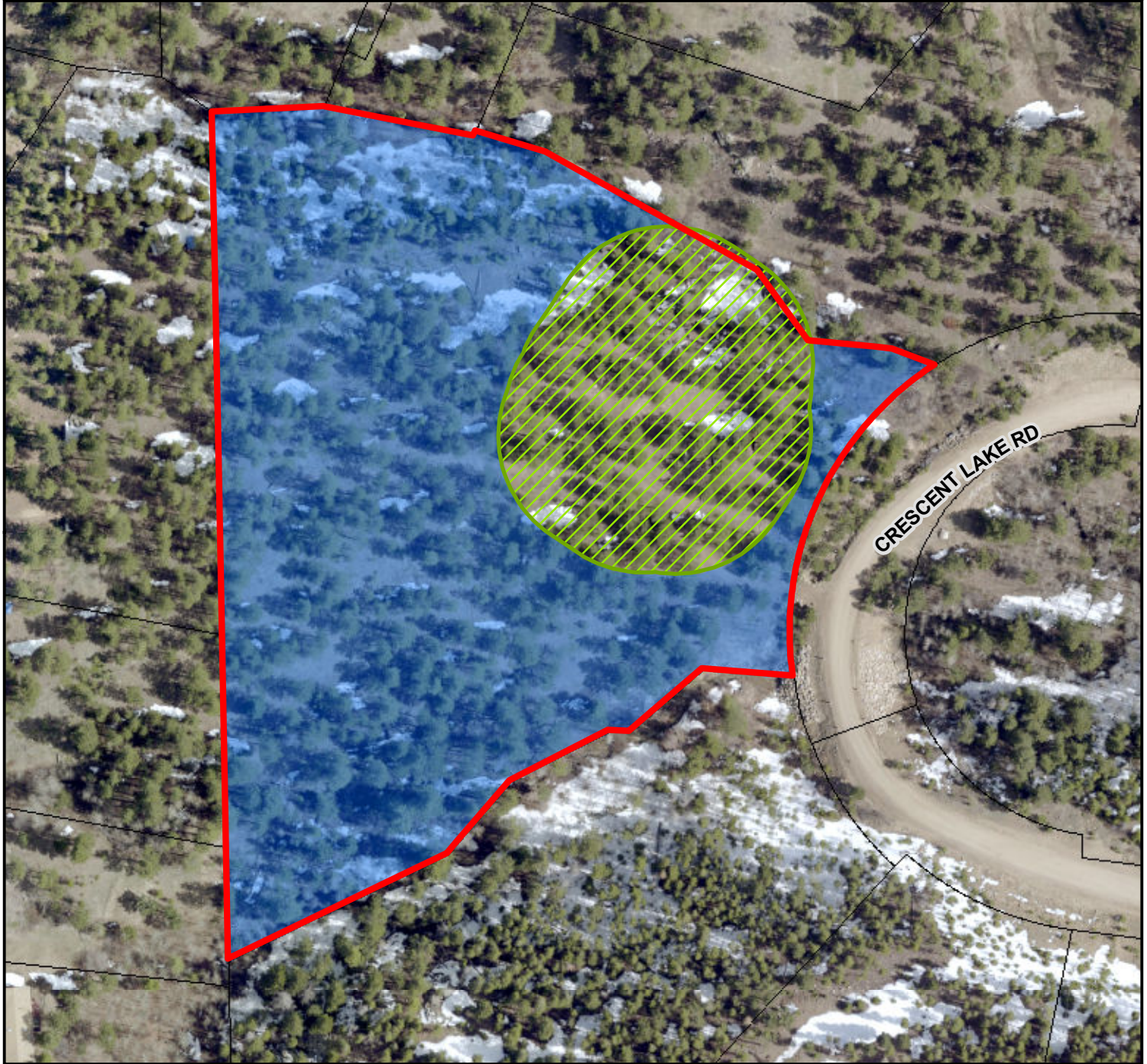


# Boulder County Land Use Department

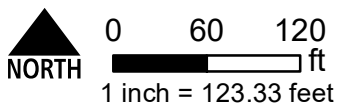
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## 342 Crescent Lake Road Project



### Legend



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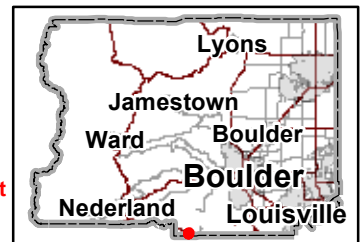
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 4.76
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/11/2019

**Treatment Acres:**  
**4.76**

**Note: Home Owner Treatment is not part of total Treatment Acres.**



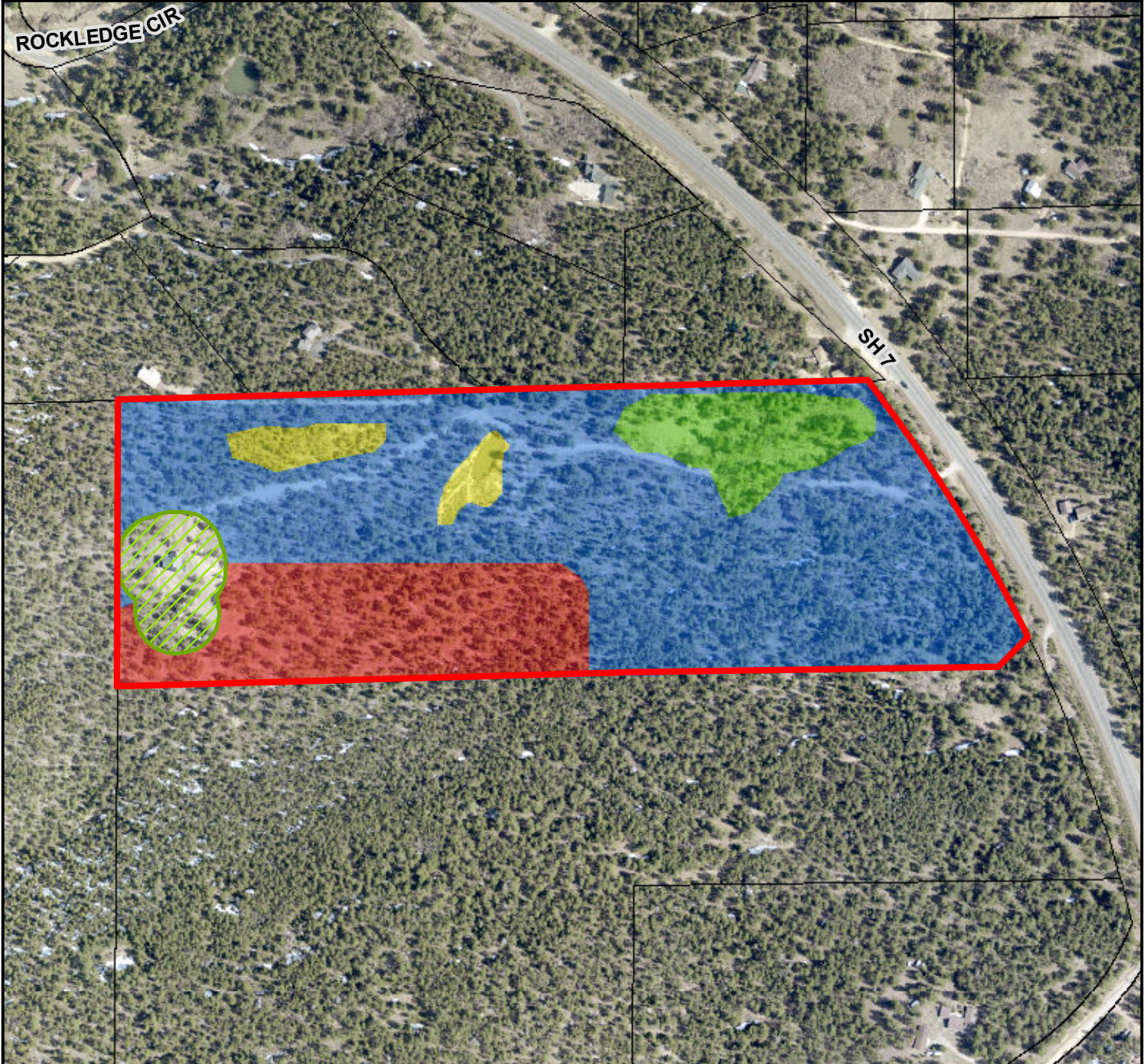


# Boulder County Land Use Department

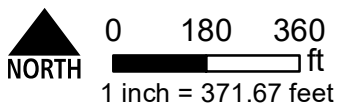
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org/lu



## 18182 Peak to Peak Hwy Project



### Legend



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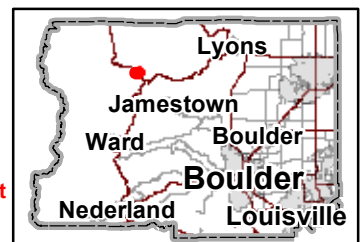
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 2.77
Homeowner Treatment	- 6.94
Individual Tree Mark	- 22.88
To Be Marked	- 0
Patch Cut	- 1.32
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/21/2019

**Treatment Acres:**  
**26.97**

**Note: Home Owner Treatment is not part of total Treatment Acres.**



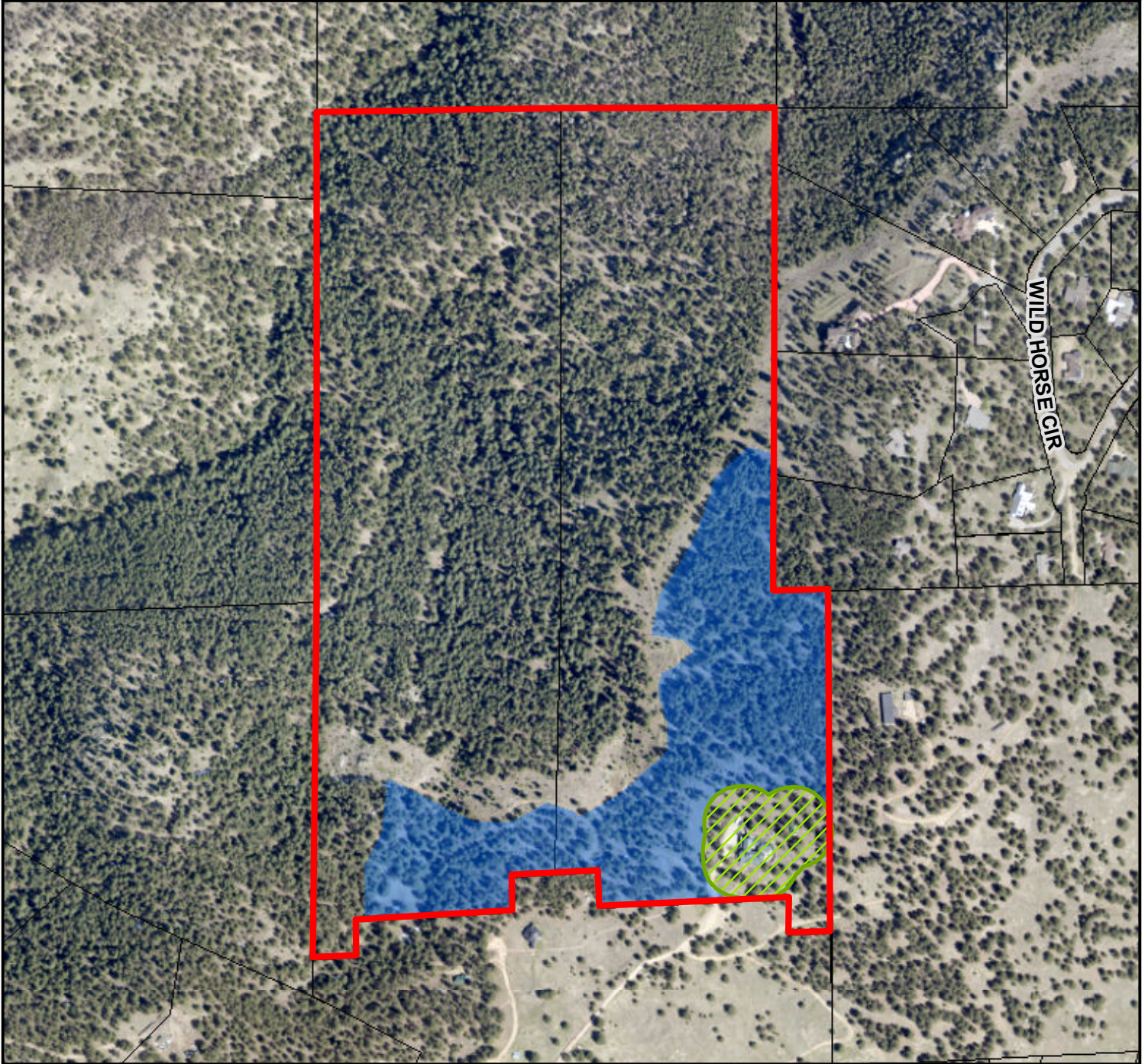


# Boulder County Land Use Department

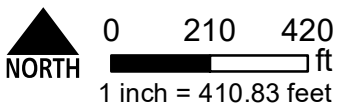
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## 3472 & 3474 Sunshine Canyon Dr Project



### Legend



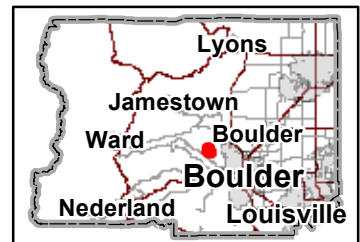
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**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 13.99
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

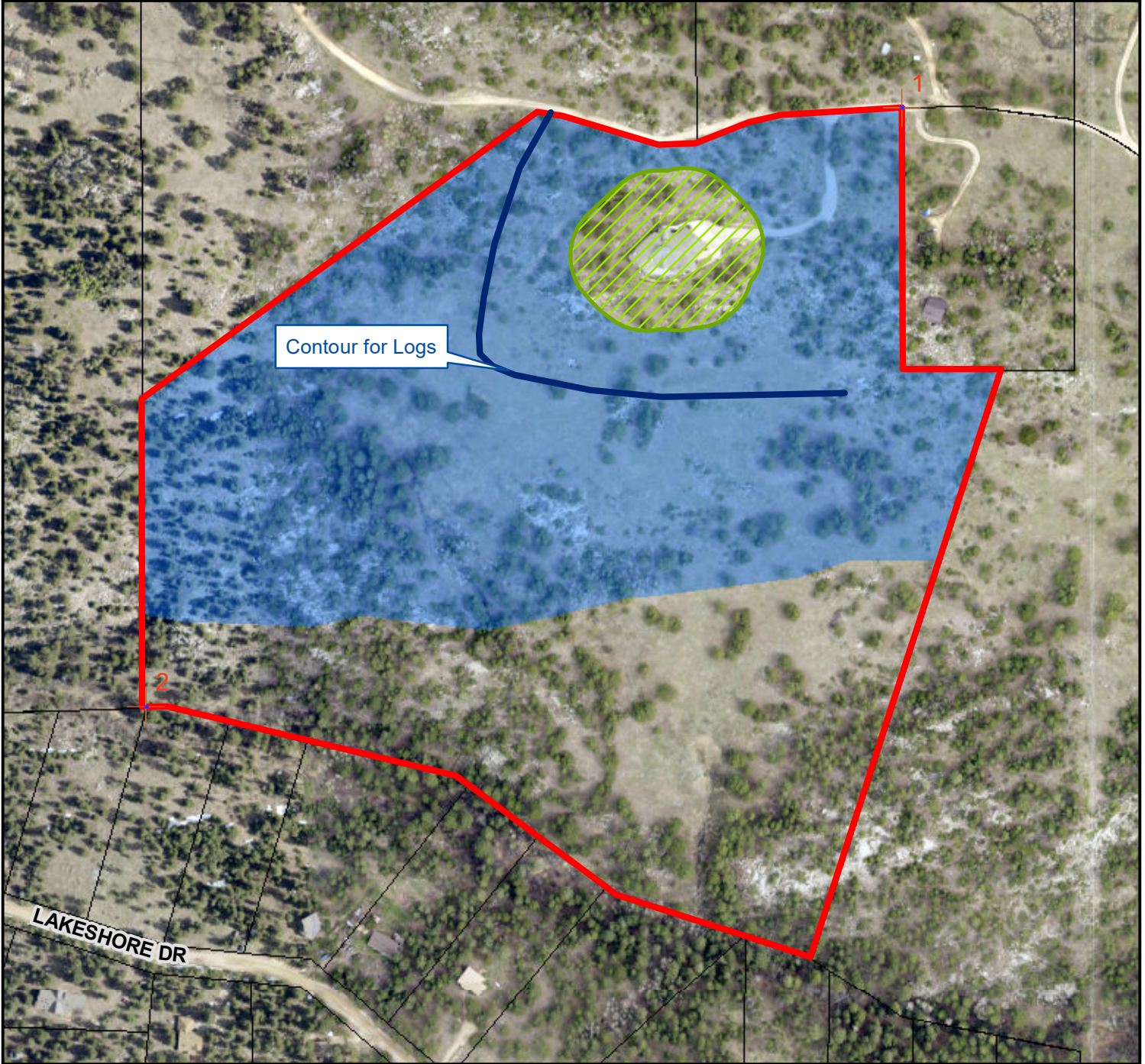
**Treatment Acres:**  
**13.99**

Area of Detail Date: 10/9/2019

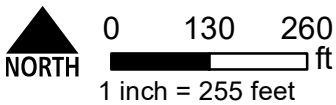




# 8566 Flagstaff Road Project



## Legend



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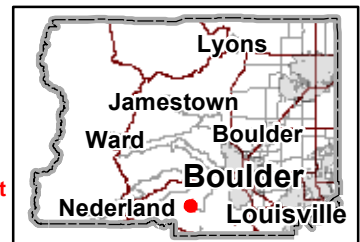
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 20.96
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/11/2019

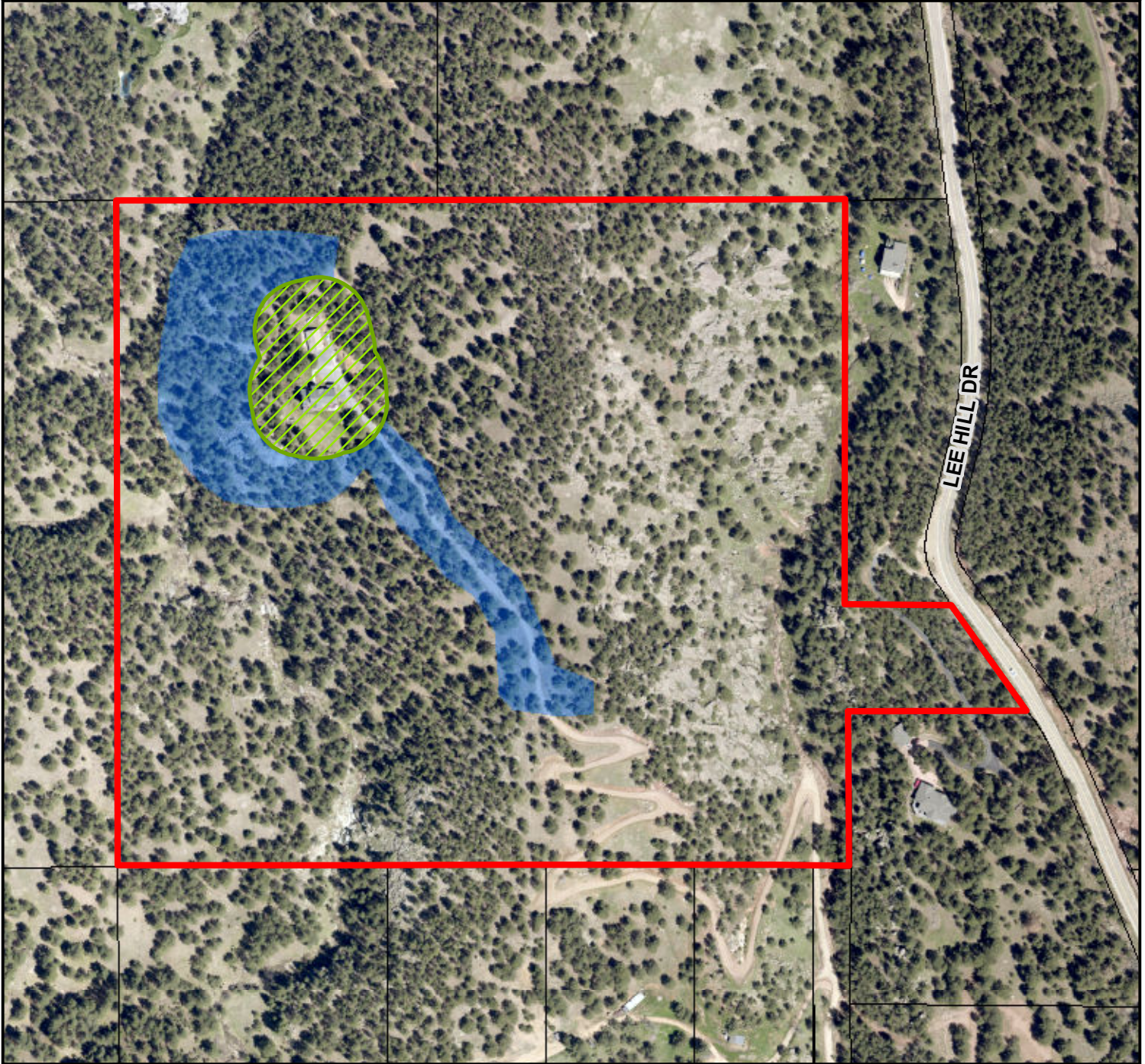
**Treatment Acres:  
20.96**

**Note: Home Owner Treatment is not part of total Treatment Acres.**

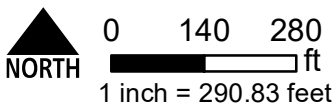




## 700 Lion Point Project



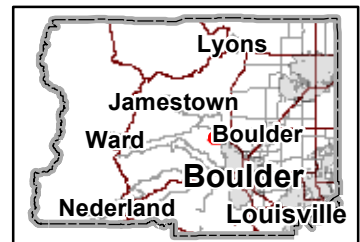
### Legend



Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 4.52
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/9/2019

**Treatment Acres:**  
**4.52**



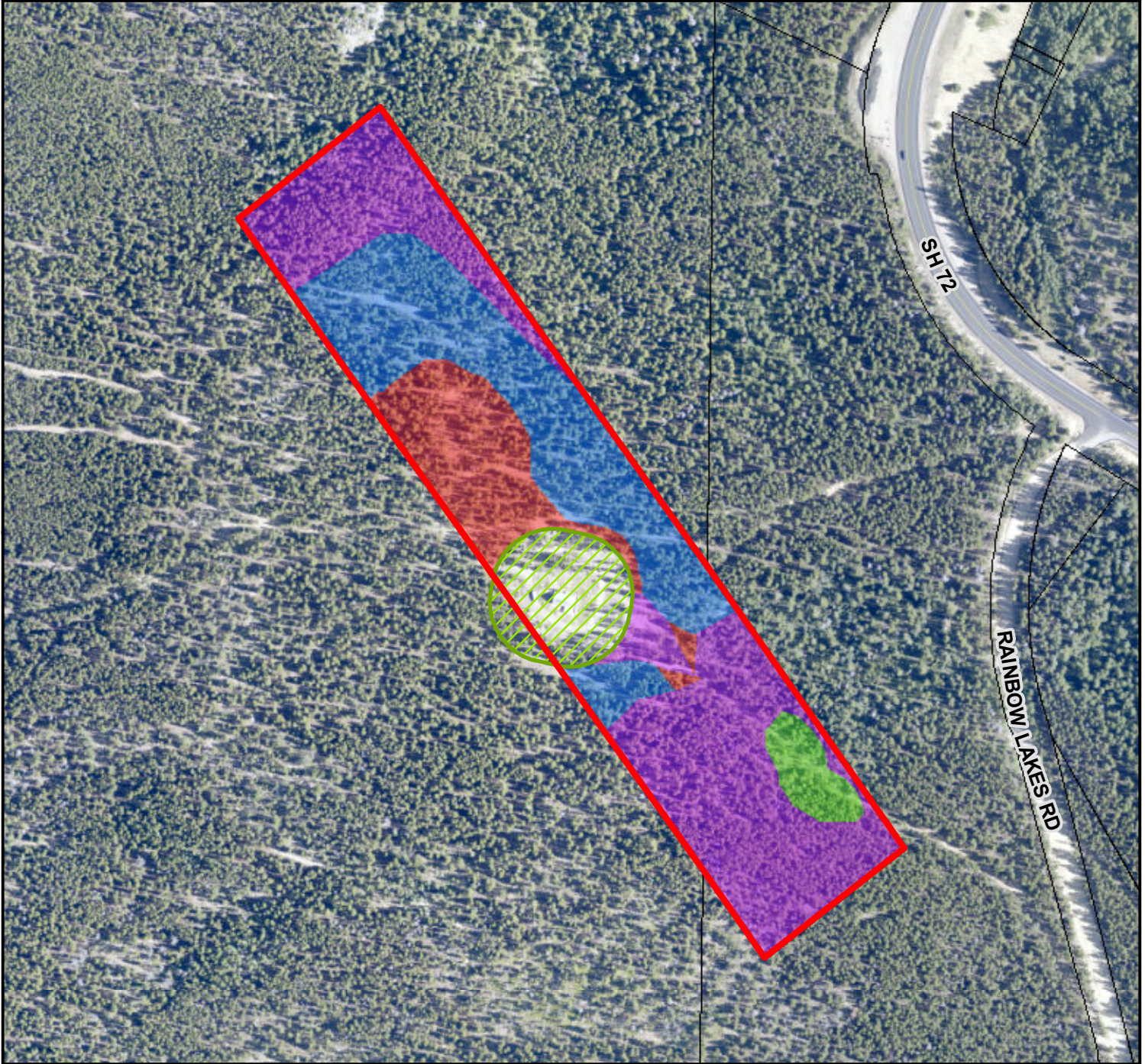
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**Note: Defensible space already completed; this area is not part of the project**

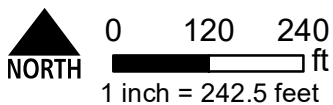




# 208 County Road 116 Project



## Legend



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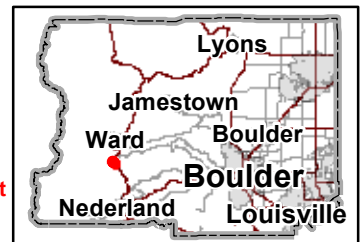
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0.38
Homeowner Treatment	- 1.45
Individual Tree Mark	- 3.07
To Be Marked*	- 4.47
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/21/2019

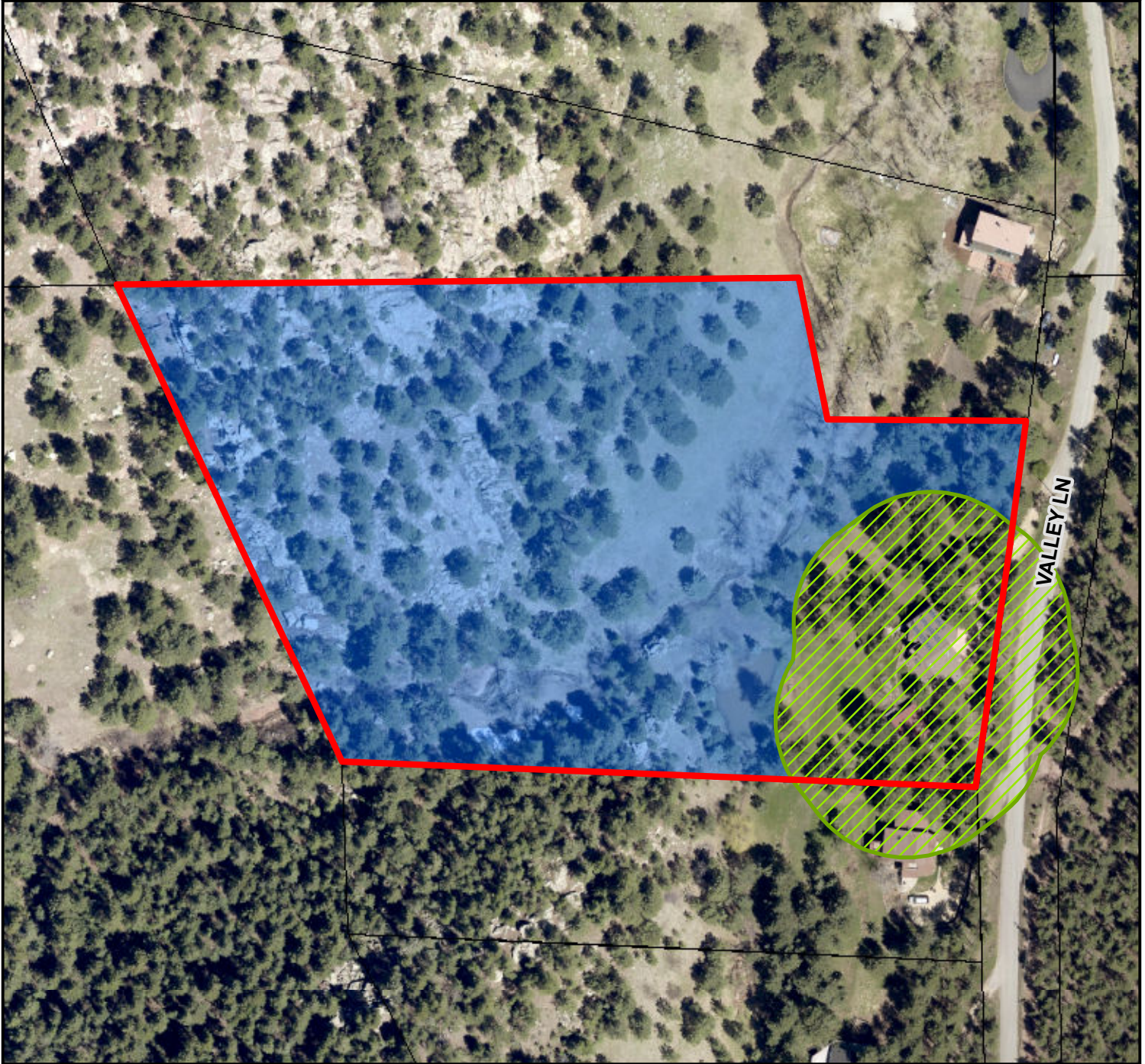
**Treatment Acres:  
7.92**

**Note: Home Owner Treatment is not part of total Treatment Acres.**

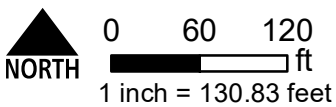




# 1080 Valley Lane Project



## Legend



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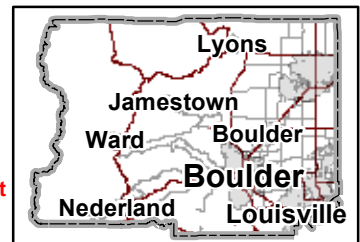
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 5.45
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/11/2019

**Treatment Acres:  
5.45**

**Note: Home Owner Treatment is not part of total Treatment Acres.**



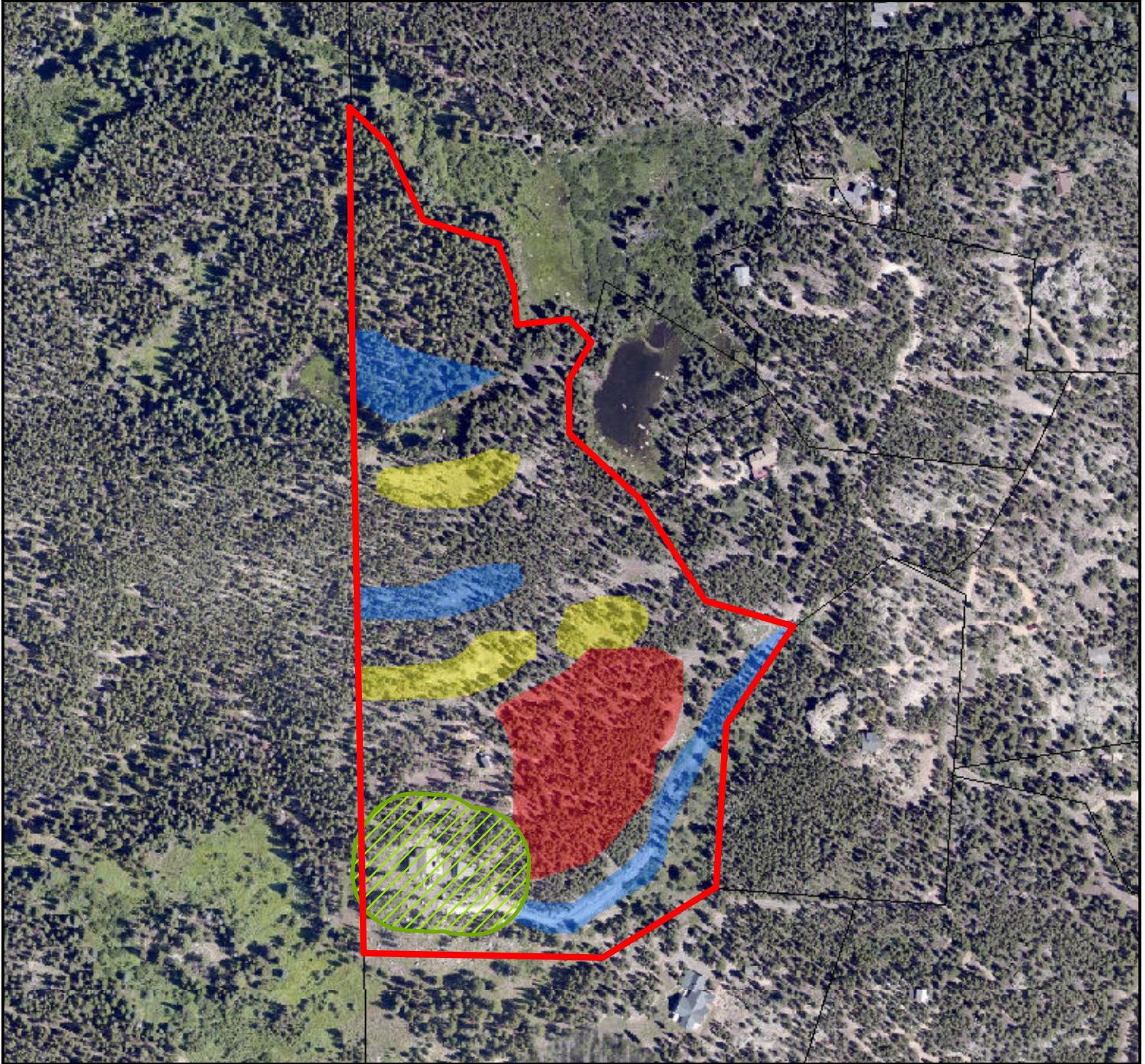


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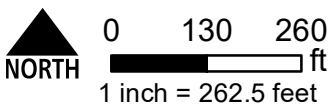
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## 263 Rockwood Lane Project



### Legend



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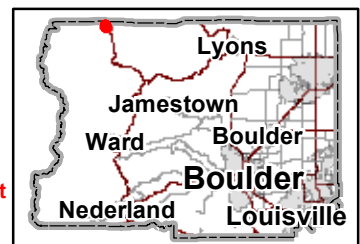
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 2.12
Individual Tree Mark	- 1.75
Patch Cut	- 1.25
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/9/2019

**Treatment Acres:  
3.00**

**Note: Home Owner Treatment is not part of total Treatment Acres.**





# Boulder County Land Use Department

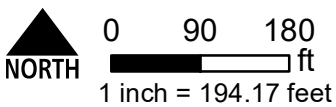
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org/lu



## 119 Pennsylvania Gulch Project



### Legend

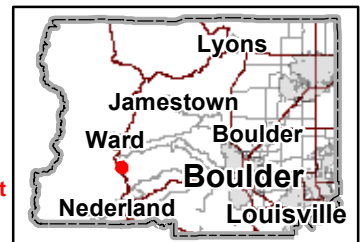


Treatment Type	Acres
Aspen Regeneration	- 1.11
Homeowner Treatment	- 0.48
Individual Tree Mark	- 10.36
To Be Marked	- 4.13
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/21/2019

**Treatment Acres:**  
**15.6**

**Note: Home Owner Treatment is not part of total Treatment Acres.**



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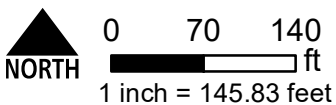
**Note: Defensible space already completed; this area is not part of the project**



# 67 Wild Horse Circle Project



## Legend



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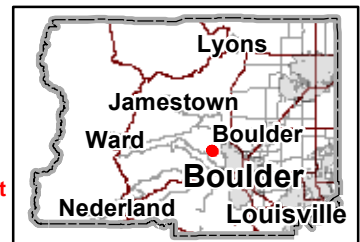
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 3.77
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/11/2019

**Treatment Acres:**  
**3.77**

**Note: Home Owner Treatment is not part of total Treatment Acres.**





# Boulder County Land Use Department

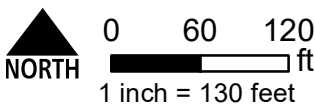
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## 15927 Gold Hill Road Project



### Legend



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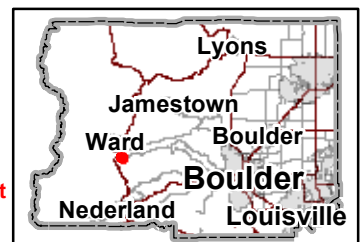
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 1.85
Homeowner Treatment	- 0
Individual Tree Mark	- 2.36
To Be Marked	- 0
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/21/2019

**Treatment Acres:  
4.21**

**Note: Home Owner Treatment is not part of total Treatment Acres.**





# Boulder County Land Use Department

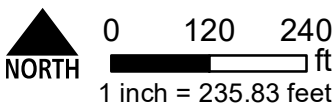
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org/lu



## 15344 Gold Hill Road Project



### Legend

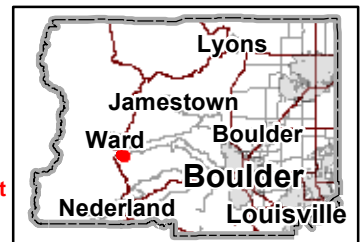


Treatment Type	Acres
Aspen Regeneration	- 0.78
Homeowner Treatment	- 0
Individual Tree Mark	- 1.46
To Be Marked	- 1.46
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/21/2019

**Treatment Acres:**  
**3.70**

**Note: Home Owner Treatment is not part of total Treatment Acres.**

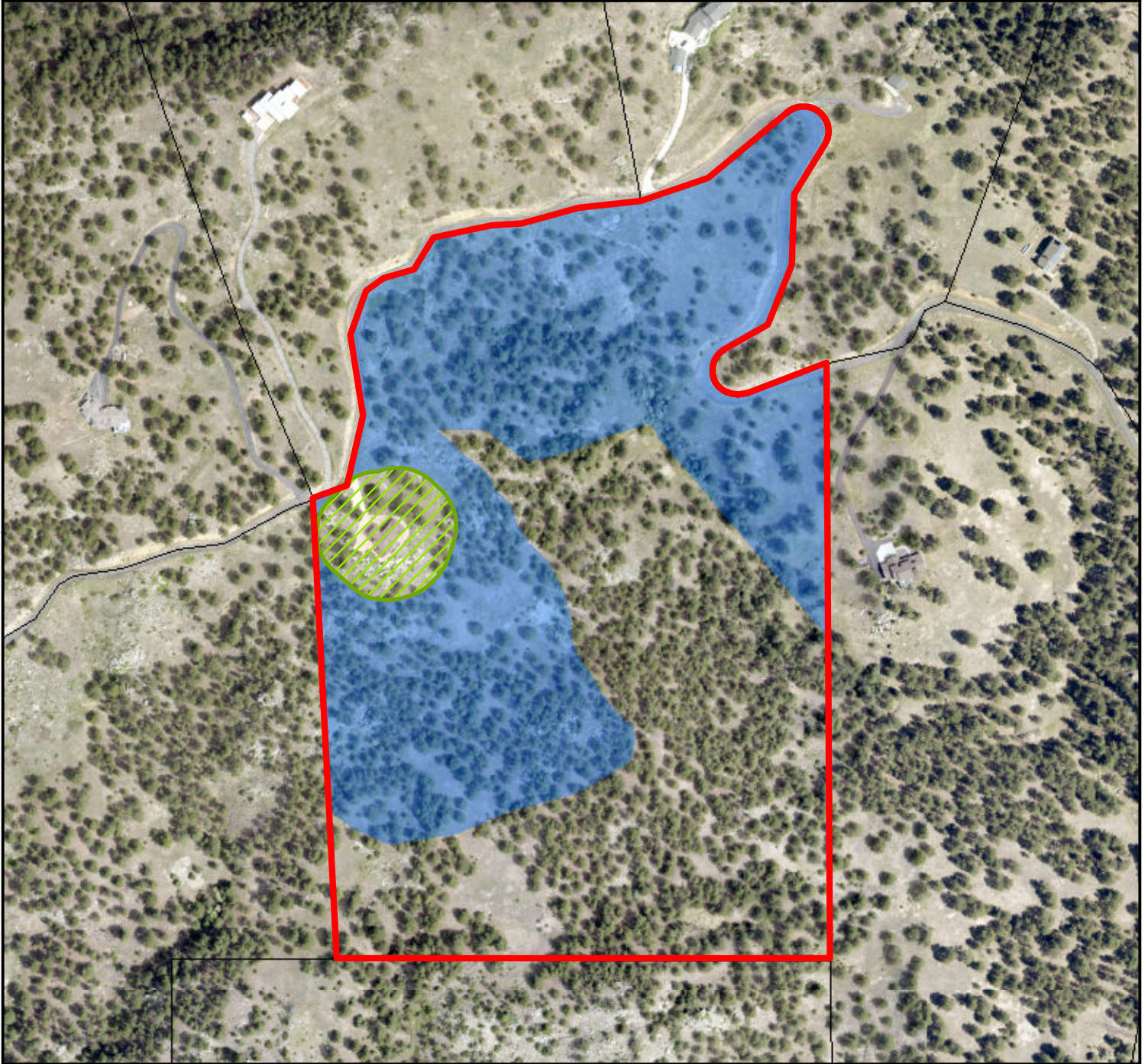


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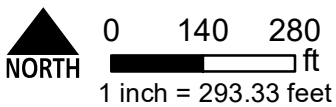
**Note: Defensible space already completed; this area is not part of the project**



# 1385 West Coach Project



## Legend



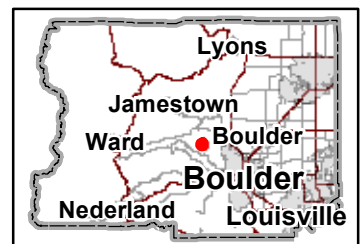
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**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 17.73
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

**Treatment Acres:**  
**17.73**

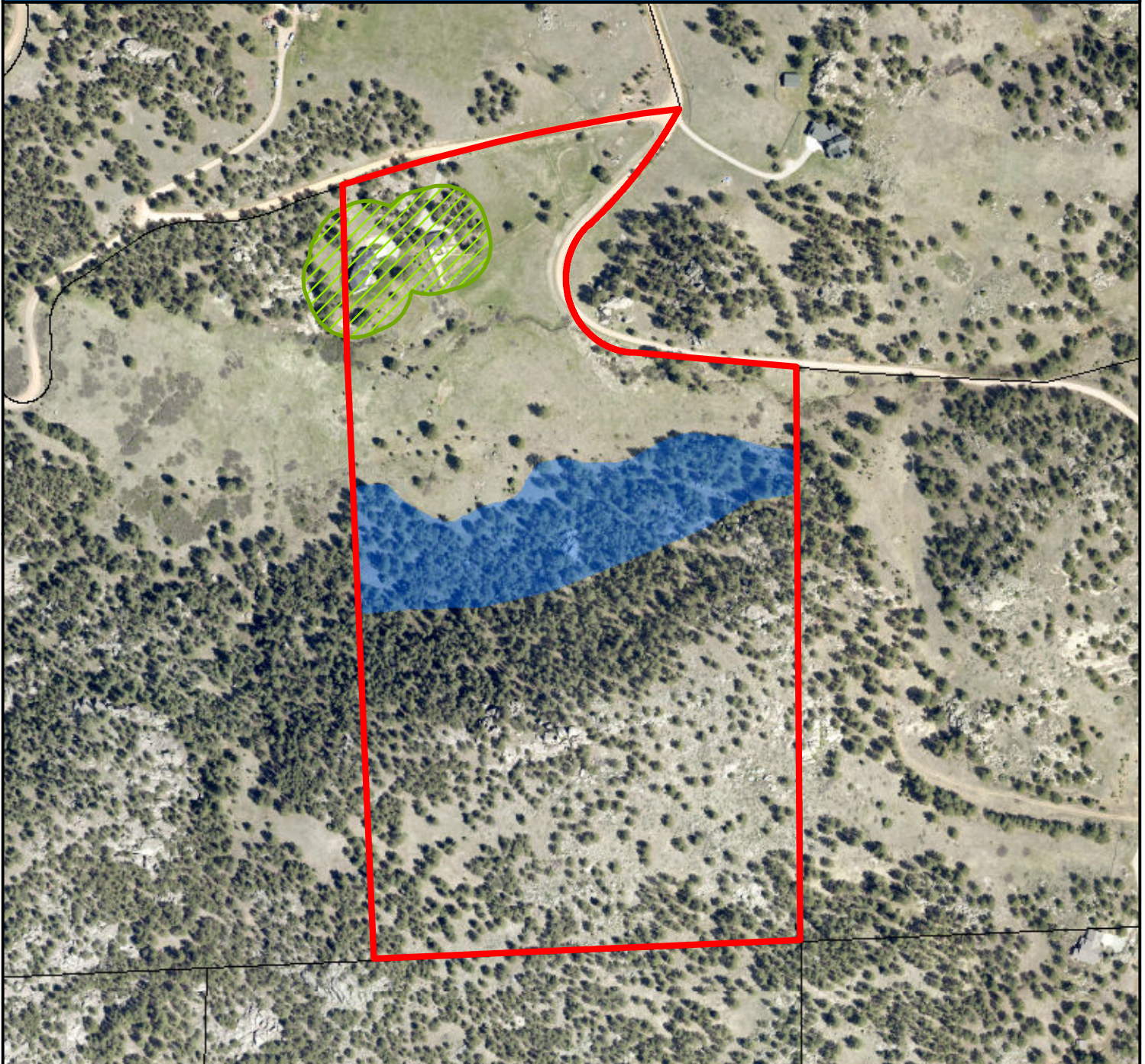
Area of Detail Date: 10/9/2019



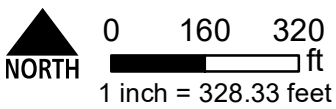




# 95 Rowell Drive Project



## Legend



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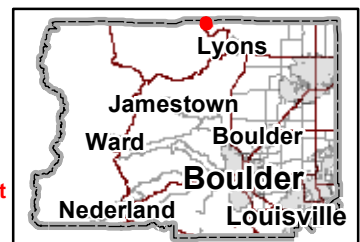
**Note: Defensible space already completed; this area is not part of the project**

Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 5
To Be Marked	- 0
Patch Cut	- 0
Project Unit	
Defensible Space	
Assessor Parcel	

Area of Detail Date: 10/21/2019

**Treatment Acres:  
5**

**Note: Home Owner Treatment is not part of total Treatment Acres.**





# Boulder County Land Use Department

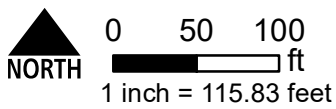
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org/lu



## 501 Coughlin Meadows Rd Project



### Legend



Treatment Type	Acres
Aspen Regeneration	- 0
Homeowner Treatment	- 0
Individual Tree Mark	- 0.3
To Be Marked	- 3.03
Patch Cut	- 0.55
Project Unit	
Defensible Space	
Assessor Parcel	

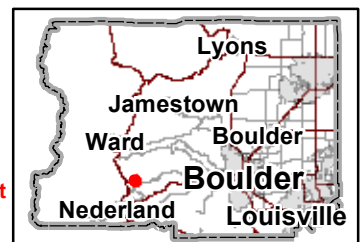
Area of Detail Date: 10/21/2019

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**Note: Defensible space already completed; this area is not part of the project**

**Treatment Acres:  
3.88**

**Note: Home Owner Treatment is not part of total Treatment Acres.**





1. 342 Crescent Lake Road  
Zone 3 Marking  
September 2019

- The entire area outside the home defensible space zone has been marked.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Dwarf mistletoe is severe in places. Trees marked aggressively within aspen stands.
- Post treatment, large portions of the property should have 0-10% or 10-30% canopy cover.
- Numerous old and large trees exist; some trees with poor form were marked for removal.

2. 18182 State Highway 7  
Zone 3 Marking  
July 2019

- The homeowner is treating a portion of the property. Contractor will be responsible for treating the 27 acres indicated on the attached map in addition to removing approximately 4,250 cubic feet of slash from the homeowner's treatment.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- There are two areas as indicated on the attached map where orange flagging was used to designate a patch cut where all trees are to be removed with the exception of trees with pink 'Do Not Cut' flagging
- Within aspen stands, all conifer trees that are not more than 12" DBH shall be removed (including all regeneration less than 1" DBH).



- Access to the entire property is excellent. There is a bladed dirt access road extending from State Highway to the residence as well as forest trails extending along the southern boundary and from north to south in the middle of the property. Slopes do not exceed 25% and average 15% or less in most places. There are no large rock outcrops or cliff bands.
- Post treatment, large portions of the property should have 0-10% or 10-30% canopy cover.
- Numerous old and large trees exist; some with poor form were marked for removal.
- In areas of thick “Dog Hair” regeneration, all but 2 to 6 well-formed and well-placed conifer trees shall be removed. Most regeneration less than 1” has been marked, but unmarked stands should still be thinned.
- There is a fence along the northern and eastern property boundaries; the western and southern boundary has been flagged by the homeowner.
- Faded flagging extends from west to east along the property midline.
- The stand may have some commercial value.
- The pre-treatment condition of this forest is uncommonly good; the property could be an outstanding example of forest restoration post treatment.

### 3. 3472 Sunshine Canyon Zone 3 Marking September 2019

- The predominant cover type is ponderosa pine with some Douglas-fir.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6’ or 1/3 the tree height.



- Access to the property is reasonably good. A large fuel break extends along the bottom of the current thinning project. Slopes range between 35 and 60% with most places being workable. A few rock outcrops exist but do not block access.
- Post treatment, large portions of the Property should have 0-10% or 10-30% canopy cover.

#### 4. 8566 Flagstaff Road Zone 3 Marking September 2019

- Predominant cover type is ponderosa pine woodland with small areas of dog-hair pine or Douglas-fir regeneration; several small aspen stands are also present.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- The property boundary is designated with metal T posts, occasionally with plastic jugs on top in most places.
- Access to and within the property is good.
- Slopes are moderate, below 25% in most places; a few minor rock outcrops exist.
- Ponderosa pine is severely infested with dwarf mistletoe in most places and as such was marked aggressively.
- Landowner would like some logs to be left on the contour to control erosion on steep areas on the western portion of the property.
- Tree girdle marks (=) were used in places to kill diseased trees.



5. 700 Lion Point  
Zone 3 Marking  
August 2019

- Ponderosa pine forest was marked below the residence and along the driveway as indicated on the attached map.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Access to and within the property is poor. There are several tight switchbacks on the driveway, slopes range between 30 and 45% in most places and there are numerous rock outcrops.
- Post treatment, large portions of the property should have 0-10% or 10-30% canopy cover.
- Numerous old and large trees exist; some with poor form were marked for removal.
- Mistletoe was observed on the northern portion of the property.

6. 208 County Road 116  
Zone 3 Marking  
July 2019

- Predominant cover type is dense lodgepole pine.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Access to marked portions of the property is fair with moderate slopes and some rock outcrops. Exceedingly steep areas were avoided.
- The property boundary has been flagged in most places.
- Several small patch cuts exist northwest of, and in proximity to, the footprint of the proposed structure.



- Trees within zone 1 and 2 of the proposed structure were **not** marked.
- Black canker is present within this stand, dwarf mistletoe and mountain pine beetle were not observed.
- There is an aspen stand with dense subalpine fir ingrowth on the southeastern portion of the property. All conifer trees that are not more than 12" DBH shall be removed (including all regeneration less than 1" DBH; marked on map in green = Aspen Regeneration) with the exception of trees marked with pink "Do Not Cut" flagging.
- Landscape heterogeneity and species diversity is low within this property. Diversity should be facilitated wherever possible.
- An additional site visit to mark the remaining 4.47 acres ("To Be Marked" on the map) will take place prior to execution of any contract. This marking shall identify dead and down fuels 2" diameter or greater for removal.

## 7. 1080 Valley Lane Zone 3 Marking

- Tree marking has not yet taken place at this property. The marking will take place prior to execution of any contract and be consistent with the marking at other similar properties included in this project.

## 8. 263 Rockwood Lane Zone 3 Marking July 2019

- Predominant cover type thinned is dense lodgepole pine.
- Cut trees were marked with blue paint that appears on the south side, on the uphill side of trees or facing access roads.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.



- Overall access is excellent, especially for small equipment; few rock outcrops.
- The majority of the property has moderate to severe mistletoe infestations, additional management of mistletoe will result in windthrow. This was discussed with the landowner.
- Patch cuts were preferred by the landowner, there are several as indicated on the attached map.
- Black canker is present within this stand, mountain pine beetle was not observed.
- Spruce and fir trees should be retained in nearly every circumstance.
- Instead of removing material from the treatments, the homeowner has requested that logs be cut and stacked and that the slash be placed in piles.

9.           119 Pennsylvania Gulch Road  
              Zone 3 Marking  
              September 2019

- The predominant cover type is dense lodgepole pine with scattered ponderosa pine, limber pine Douglas-fir and aspen trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Dwarf mistletoe is moderate to severe throughout the property.
- An aspen regeneration area was flagged with orange tape wherein all ponderosa pine and lodgepole pine trees shall be removed; limber pine, spruce, fir and aspen trees are to remain.
- Within aspen regeneration areas, 'Do Not Cut' tape has been placed on some trees.
- Individual tree marks appear on the uphill side of cut trees.
- Access to and within the property are excellent. Slopes are below 25%.
- Two wildlife slash piles that are not more than 5'x5'x3' per acre shall be retained, but down material from previous thinning and firewood should be removed.





- Large wildlife middens shall be avoided during operations.
- Most habitat snag trees greater than 10" DBH should be retained.
- An additional site visit to mark the remaining 4.13 acres will take place prior to execution of any contract. This marking that will be consistent with other project markings.

10.        67 Wild Horse Circle  
              Zone 3 Marking  
              September 2019

- Predominant cover type is ponderosa pine forest; the entire project was marked as indicated on the attached map.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Access to the property is excellent, no roads within the property exist apart from the driveway. Other forest access is reasonably good to provide access to most of the property.
- Low incidence of insects and disease; any encountered should be eradicated.

11.        15927 Gold Hill  
              Zone 3 Marking  
              August 2019

- The predominant cover types are lodgepole pine and aspen.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Dwarf mistletoe is moderate to severe in most places.
-



- Large areas were designated as aspen regeneration areas where all pine trees will be removed. Spruce or fir trees greater than 12" DBH may remain. The aspen regeneration areas are indicated on

the attached map. Orange flags designate the extent of aspen regeneration areas in the field.

- Areas not aspen regeneration are individual tree mark on the uphill side of the tree.
- Access to and within the property is excellent. Slopes are less than 15% in most places and there are few rock outcrops. Forest roads are indicated on the attached map.
- Boundary flags were placed in August of 2019 but may need to be replaced prior to treatment.

## 12. 15344 Gold Hill Road Zone 3 Marking September 2019

- The predominant cover type is lodgepole pine with scattered ponderosa pine, limber pine Douglas-fir and aspen trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Dwarf mistletoe is moderate to severe throughout the stand.
- An aspen regeneration area was flagged with orange tape wherein all ponderosa pine and lodgepole pine trees shall be removed; limber pine, spruce, fir and aspen trees are to remain.
- Individual tree marks appear on the uphill side of cut trees.
- Access to and within the property are excellent. Slopes are below 25%.
- An additional site visit to mark the remaining 4.13 acres will take place prior to execution of any contract. This marking that will be consistent with other project markings.



13. 1385 West Coach Road  
Zone 3 Marking  
July 2019

- Predominant cover type is ponderosa pine forest; most of the property has been previously thinned.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Access to marked portions of the property is fair with moderate slopes and some rock outcrops. Exceedingly steep areas were avoided.
- Residual trees shall be limbed to 6' or 1/3 the tree height.
- Significant infestations of dwarf mistletoe exist near the western and southern boundaries and near a large meadow at the southern extent of the property. All infected trees should be removed to protect the viability of the remaining stand.
- Girdle marks (two horizontal lines = ) were applied to two large trees that have severe mistletoe infestations so that they will remain standing as habitat snags.
- Trees were marked below West Coach Road to facilitate emergency access and egress.
- Several large meadows with 0-10% tree cover exist within this property. These clearings were expanded to restore landscape heterogeneity.
- Exceedingly steep and rocky areas were avoided.
- In areas of dense dog-hair regeneration (ponderosa less than 3" DBH) remove nearly all saplings with the exception of one or two well-formed and well-placed saplings.



14. 95 Rowell Drive  
Zone 3 Marking  
August 2019

- Principal cover type is ponderosa pine forest with some doghair stands, about 100 sq ft/ac.
- Cut trees were marked with blue paint that appears on the uphill side of trees.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.
- Access to the entire project is good. There are few rock outcrops.
- GPS navigation does not always get people to this property -- look up directions.
- There is a fence at the bottom of the unit, the upper limit of the unit was defined by steep slopes.
- Portions of the project have been previously thinned.

15. 501 Coughlin Meadows Drive  
Zone 3 Marking  
August 2019

- A 60 foot wide lodgepole pine patch cut / fuel break was flagged with orange tape on the northwest side of the residence. The patch cut connects with another patchcut to the west encircling the residence that postdates the aerial photograph/map. The patch cut adjoins the USFS boundary which is indicated with metal signs.
- The lodgepole pine stand has an average diameter of less than 8" and a basal area of approximately 120-160 sqft/ac.
- Access is excellent, slopes are moderate to flat.
- Most residual trees shall be limbed to 6' or 1/3 the tree height.



- The patch cut extends to a rock outcrop west of the residence where composition shifts towards ponderosa pine.
- Individual tree marks were used to indicate cut trees from the southern end of the patch cut (near a rock outcrop) extending south to a second rock outcrop.
- The initial individual tree marking occurs within a ponderosa pine dominated area and is about 60 to 75 feet wide. Approximately 50 trees were marked in this area.
- An additional site visit to mark the remaining 3.03 acres will take place prior to execution of any contract. This marking that will be consistent with other project markings.



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **INSURANCE AND W-9 REQUIREMENTS**

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### **INSURANCE REQUIREMENTS**

**General Liability**                    \$1,000,000 Each Occurrence  
   \$2,000,000 General Aggregate  
   \$2,000,000 Products Completed Operations Aggregate

**Automobile Liability**                \$1,000,000 Each Accident  
   \*Including Hired & Non-Owned Auto

**Worker's Compensation and Employer's Liability**  
   Statutory limits

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.

### **SAM.gov REGISTRATION**

Please provide a copy of your business' registration in sam.gov with your proposal.

### **DUNS NUMBER**

Please provide your business' DUNS number with your proposal.



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE:** Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Signature page (see page below)
	<b>Company Overview:</b> Provide a brief history of your company and describe its mission, size, areas of expertise and geographic scope. Include any unique or noteworthy information about your company.
	<b>Cost Proposal:</b> Submit a completed cost proposal table using the form provided that includes a total cost for the entire project and individual costs (total and cost/acre) for each of the 15 projects.
	<b>Qualifications and Experience:</b> Summarize your company’s experience with similar work and <b><u>provide a detailed description of three similar contracts or jobs you have completed recently, include date, client, location, budget, final cost, project description, and results for each contract/job.</u></b> Provide a list of the Project Manager/Coordinator, other key personnel, and any sub-contractors who will work on the contract, along with their professional experience as it relates to this RFP’s Scope of Work and their roles and responsibilities in your proposal.
	<b>Operations Plan:</b> Provide your proposed operations plan for completing this scope of work. Describe your proposed treatment methods. Provide a list and description of the equipment you propose

	to use. Describe how you will comply with all operational and environmental conditions. Include a plan for the removal of all requested material from the work sites, including method of transport and description of how the material will be disposed of or used.
	<b>Project Coordination and Customer Service:</b> Describe your proposed process for communicating with project staff and individual homeowners at each work site prior to beginning work. Detail how your project manager/coordinator will communicate individual project specifications to his/her crew and ensure that these instructions are followed. Submit a proposed schedule that includes a start and end date for each individual project.
	Three references with contact information
	Insurance Certificate
	Submit DUNS number
	Submit SAM number
	W-9
	Addendum Acknowledgement(s)



# Cost Proposal

	Address	Treatment Type	Acres	Cost Per Acre	Total Cost
1	342 Crescent Lake Road, Golden	Individual Tree Mark	4.76		
		Sub-total			
2	18182 Peak to Peak Hw, Lyons	Individual Tree Mark	22.88		
		Patch Cut	1.32		
		Aspen Regeneration	2.77		
		Additional Material	4,250 Cuft		
		Sub-total			
3	3472 & 3474 Sunshine Canyon Drive	Individual Tree Mark	13.99		
		Sub-total			
4	8566 Flagstaff Road, Boulder	Individual Tree Mark	20.96		
		Sub-total			
5	700 Lion Point, Boulder	Individual Tree Mark	4.52		
		Sub-total			
6	208 County Road 116, Nederland	Individual Tree Mark	3.07		
		Dead and Down	4.47		
		Aspen Regeneration	0.38		
		Additional Material	2,400 Cuft		
		Sub-total			
7	1080 Valley Lane, Boulder	Individual Tree Mark	5.45		
		Sub-total			
8	263 Rockwood Lane, Allenspark	Individual Tree Mark	1.75		
		Patch Cut	1.25		
		(No Removal)			
		Sub-total			
9	119 Pennsylvania Gulch, Nederland	Individual Tree Mark	14.97		
		Aspen Regeneration	1.11		
		Additional Material	4,200 Cuft		
		Sub-total			
10	67 Wild Horse Circle Boulder	Individual Tree Mark	3.77		
		Sub-total			
11	15927 Gold Hill Road, Boulder	Individual Tree Mark	2.36		
		Patch Cut	1.85		
		Sub-total			
12	15344 Gold Hill Road, Boulder	Individual Tree Mark	2.92		
		Aspen Regeneration	0.78		
		Sub-total			
13	1385 W Coach Rd, Boulder	Individual Tree Mark	17.73		
		Sub-total			
14	95 Rowell Drive, Lyons	Individual Tree Mark	5.00		
		Sub-total			
15	501 Coughlin Meadows Rd, Boulder	Individual Tree Mark	3.33		
		Patch Cut	0.55		
		Sub-total			
	<b>Total Bid</b>		<b>141.94</b>		



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **EVALUATION CRITERIA**

---

The proposals will be reviewed by a selection committee. The committee may request additional information from contractors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- a. Information presented in proposal
- b. Ability of the vendor to provide quality and timely products and services
- c. Qualifications and experience of the vendor
- d. Reference checks
- e. Total cost
- f. Any other relevant and appropriate factors as determined by the county
- g. **Contractor selection will not be based solely on the lowest cost, but on the proposal that provides the best project value to the County.**

**A scoring matrix with the order and priority of criteria to be used by the County in its evaluation and selection process is shown below:**

<b>Description</b>	<b>Points</b>
Total Cost	40
Qualifications and Experience	20
Operations Plan	20
Project Coordination/Customer Service	20
<b>Total Possible</b>	<b>100</b>



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

### SIGNATURE PAGE

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

**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.
- (Sole Proprietorships Only) 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 (name of service contracting for) CONTRACT

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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     (name of company)     ("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 for Bid and Bid Specifications of Boulder County Bid No. \_\_\_\_\_* together with any alterations and/or modifications to these Specifications (the "Bid Documents"); **[if applicable]**
- b. Contractor's proposal in response to the Bid Document (the "Proposal"); **[if applicable]**
- c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); **[if applicable]** and
- d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). **[if applicable]**

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 (specify type of work) as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price).

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 15, 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 four additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. 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.

- c. 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.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. 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. 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.

7. 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.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons 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, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' 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.

9. 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.

***Non-Construction contracts use the following language:***

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

***Construction Contracts only – include the following paragraph:***

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.

***This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract.***

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.

***This coverage may not be required if contractor is not mandated under State law to maintain this coverage.***

d. Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$X,000,000.00, following form.

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. **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.

g. **Commercial Crime Insurance / Third Party Fidelity Bond**

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". This third party coverage can also be provided by obtaining a third party fidelity bond

h. **Privacy / Cyber Liability Insurance (HIPAA Compliance)**

As a provider of a service which *may* require the knowledge and retention of HIPPA sensitive personal information of clients served, the following minimum insurance limits are required:

- Contractors with 10 or fewer clients: \$50,000.
- Contractors with 11 – 15 clients: \$500,000.
- Contractors with more than 25 clients: \$1,000,000.

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 (\_\_\_\_) **Agency / Department Representative's Name & Address**).

**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.

10. 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).

11. Nondiscrimination Provisions Binding on Subcontractors: 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, 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.

12. 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.

13. 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 under this Contract, 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 workers' 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 workers' compensation insurance only if unemployment compensation coverage or workers' 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 this Contract.**

14. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder**



**County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, Mailing and Email Address)  
For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that 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 requirement:

Contract payments may be withheld pursuant to C.R.S. § 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.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (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 sentence, 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 Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. 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.

19. Assignment: This Contract shall not be assigned or subcontracted by the

Contractor without the prior written consent of the County.

20. 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.

21. 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 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. 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 cumulative, that is, in addition to every other remedy provided herein or by law.

23. 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.

24. Invalidity Provision: Should any of the provisions of this Contract 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 Contract, forthwith.

25. 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.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

27. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

28. Execution by Counterparts; Electronic Signatures: This Contract 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 Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (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

(seal)

By: \_\_\_\_\_  
Cindy Domenico, Chair,  
Board of County Commissioners

Executed by Contractor on \_\_\_\_\_.  
(date)

**CONTRACTOR:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, 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://e-verify.uscis.gov/enroll/>.

**FEMA ADDENDUM**  
**OFFICE OF MANAGEMENT AND BUDGET**  
**POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS**

This is an addendum to the [Contract Title], RFP [number], Contract (the “Contract”) between [contractor] (“Contractor”), and Boulder County, (the “County”).

The parties acknowledge that the above-referenced contract is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as additional requirements promulgated by the Federal Emergency Management Agency (FEMA). This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

**The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are hereby added and incorporated into the above-referenced Contract:**

**Audit Rights**

[All contracts]

Boulder County and the Comptroller General of the United States, or any of their duly authorized representatives, must have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

**Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards**

(A) [For contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]

**Breach.** Any breach of the Contract by Contractor shall be governed by the Termination and Related Remedies provision of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor’s breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor’s breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(B) [All contracts in excess of \$10,000]

**Termination.** Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(C) [Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3]

**Equal Employment Opportunity.** Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Contractor further

agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

**(D)** *[When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]*

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** Contractor must fully comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland “Anti-Kickback” Act to the Federal awarding agency.

**(E)** *[Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]*

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contract is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** *[If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a)]*

**Rights to Inventions Made Under a Contract or Contract.** For contracts entered into by the Contractor or the County with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the parties must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

**(G)** *[Contracts and subgrants of amounts in excess of \$150,000]*

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water



Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** [*For contract awards (see 2 CFR 180.220)*]

**Debarment and Suspension (Executive Orders 12549 and 12689)**. Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I)** [*For contracts exceeding \$100,000*]

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**(J)** [*All contracts*]

**Procurement of recovered materials (2 CFR §200.322)**. All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## ADDITIONAL FEMA REQUIREMENTS

[All contracts]

- i. Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. Access to Records:** Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, information, facilities, and staff.
- iii. DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iv. Compliance with Federal Law, Regulations, and Executive Orders:** FEMA financial assistance will be used to fund the Contract. Contractor shall comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- v. No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.
- vi. Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Contract.

# EXHIBIT F

03/27/2019

## FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

20:33:18

### RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** PDMC-PJ-08-CO-2017-008 (0)

**Title:** Boulder County Fire Adapted Communities

#### NEPA DETERMINATION

<b>Non Compliant Flag:</b> No	<b>EA Draft Date:</b> 03/15/2017	<b>EA Final Date:</b> 05/15/2017
<b>EA Public Notice Date:</b> 04/12/2017	<b>EA Fonsi</b> 05/17/2017	<b>Level:</b> EA
<b>EIS Notice of Intent</b>	<b>EIS ROD Date:</b>	

**Comment** The proposed project will perform vegetation management activities including creation of defensible space in and around approximately 500 structures throughout Boulder County totaling approximately 700 acres. In addition, the project will perform hazardous fuels reduction (HFR) on 27 private properties in Boulder County. The total number of acres to be treated is approximately 161 acres. The hazardous fuels reduction projects will help link defensible space treatments already completed on the properties. The FEMA 2017 PEA for Wildfire Mitigation Projects in the State of Colorado and the corresponding FONSI, signed on May 17, 2017, sufficiently addresses the environmental consequences of the proposed action. As the proposed action would not result in substantial impacts to the environment beyond those described in the PEA, no additional NEPA-specific public noticing or required. Please find the prescribed mitigation measures and stipulations illustrated in the NEPA conditions. - djones58 - 03/27/2019 20:33:08 GMT

#### EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

#### ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	Project would have no impact on wetlands or Waters of the US and no permit is required.- - djones58 - 02/22/2019 23:59:25 GMT
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Project has no potential to impact the floodplain function or resources. No further floodplain review is required under the 8-step process. - djones58 - 02/23/2019 00:00:25 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Construction activities will not result in permanent adverse impacts to wetlands. - djones58 - 02/23/2019 00:00:36 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority	Completed	No Low income or minority population in, near or affected by the project - Review concluded	

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**Project** PDMC-PJ-08-CO-2017-008 (0)

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Environmental Law/ Executive Order	Status	Description	Comment
Populations			
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The USFWS Information for Planning and Conservation System (IPaC) was accessed to obtain a list of federally listed threatened and endangered species that have the potential to occur in Boulder County, Colorado. FEMA made a determination that the proposed project may affect, not likely to adversely affect the Preble's meadow jumping mouse and its critical habitat, Ute ladies' -tresses orchid, the Colorado butterfly plant, the Canada Lynx, Mexican Spotted owl, the Greenback Cutthroat trout, Bonytail chub, Colorado pikeminnow, and the Razorback sucker. FEMA has determined that the proposed project will "no effect" on the Western prairie fringed orchid, Pallid sturgeon, Piping plover, Least tern, and the Whooping crane. In addition, FEMA has made a determination of may affect, but not likely to jeopardize the continued existence of the North American Wolverine. On March 26, 2019, USFWS concurred with FEMA's determination that the project May affect, but is Not Likely to Adversely Affect (NLAA). See project conditions. - djones58 - 03/27/2019 20:11:48 GMT
	Completed	May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence attached) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	See project conditions. - djones58 - 02/22/2019 23:59:56 GMT Removal of vegetation in the project area has the potential to impact migratory birds and raptors. The proposed actions are subject to compliance with the Migratory Bird Treaty Act (MBTA) and the Bald or Golden Eagle Protection Act (BGEPA). - djones58 - 02/23/2019 00:01:27 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	

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03/27/2019

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**Project** PDMC-PJ-08-CO-2017-008 (0)

**Title:** Boulder County Fire Adapted Communities

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Environmental Law/ Executive Order	Status	Description	Comment
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	In the letter dated 1/25/19 (SHPO Ref #75452), The CO SHPO concurred with FEMAs determination of No Historic Properties Affected as long as the conditions listed as part of this review are met. Other Interested Parties and Tribal Consultations were completed and no comments were received. - djones58 - 02/22/2019 23:59:05 GMT**For the defensible space portion of the project scope of work, the scope of work has been reviewed and meets the criteria of the September, 24, 2014 signed Programmatic Agreement agreed to by FEMA and the CO SHPO, Appendix B: Programmatic Allowances. The project fits into First Tier categories Ground Disturbing Activities and Site Modification, 1A-C and 1E. - djones58 - 03/27/2019 20:15:28 GMT
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has no potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

**Special Conditions required on implementation of Projects:**

1. The project sponsor must obtain and comply with all applicable permit and approvals required by federal, state, tribal and local regulatory agencies.
2. An SOI-qualified Archaeologist will conduct a pre-construction briefing and training session with contracted vegetation removal staff and Boulder County on identification of archaeological sites and appropriate response if historic sites are

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inadvertently encountered. All activities relating to cultural resources will be monitored by staff throughout the project period. Please contact Charles Bello, FEMA Archaeologist, at Charles.Bello@fema.dhs.gov regarding this requirement.

3. If unidentified archeological, historic, or cultural resources are discovered during project implementation activities, work shall be halted near such areas until FEMA is notified and the resources have been evaluated.

4. The sub-applicant must implement the following USFWS Conservation Measures to minimize impacts to listed threatened and endangered species:

- Project activities will adhere to Forestry Best Management Practices to Protect Water Quality in Colorado, 2010 (BMPs). All identified perennial streams and wetlands will have a minimum of a 50' vegetative buffer/filter in place on each side of a stream measured from the ordinary (yearly average) high-water mark of a definable bank.. The publication is available online at: <http://static.colostate.edu/client-files/csfs/pdfs/ForestryBMP-CO-2010.pdf>.

- Design the project to avoid and minimize permanent and temporary impacts to riparian and adjacent upland habitats (up to 300 feet from waterbodies) to the extent feasible.

- To the maximum extent practicable, limit disturbance or removal of vegetation, such as willows, trees, shrubs, and grasses within riparian. If riparian areas cannot be avoided, work will be limited to the use of hand -tools only.

- Use BMPs to limit construction-related disturbance, such as soil compaction, erosion, and sedimentation, and to prevent the spread of invasive weeds.

- Minimize the number and footprint of access routes, staging areas, and work areas and locate these activities within previously disturbed or modified non-habitat areas.

- Locate, store, stage, operate, and refuel equipment outside of riparian or adjacent upland habitats.

- During the Preble's meadow jumping mouse (PMJM) active season (May 1 through November 1), work only during daylight hours to avoid disrupting Preble's nocturnal activities.

- Activities will take place between the hours of 7:00am and 6:30pm. No nighttime activities would occur, as this is prime foraging hours for the Mexican spotted owl.

- Promptly remove waste in riparian areas to minimize site disturbance and avoid attracting predators.

- Upon project completion, revegetate all disturbed riparian areas with native shrubs, trees, and grasses. Use only weed free material and native seed mixtures recommended by USFWS.

- Contact USFWS immediately at 303-236-4773 if a PMJM is found alive, dead, injured or hibernating within the project area.

Source of condition: NEPA Determination

Monitoring Required: No

5. For projects in which soil erosion potential is determined to be significant, a project erosion control plan, including the use of Best Management Practices, will be implemented to isolate the construction site and minimize impacts of soil loss and sedimentation on soil and water resources.

6. Removal of vegetation in the project area has the potential to impact migratory birds and raptors. The proposed actions are subject to compliance with the Migratory Bird Treaty Act (MBTA) and the Bald or Golden Eagle Protection Act (BGEPA). In accordance with US Fish and Wildlife (USFWS) guidelines, the applicant is responsible for obtaining and complying with any necessary permits from USFWS. To avoid impacts to migratory birds and raptors, the project area should be surveyed for nesting activity prior to the removal of vegetation. If active nests are observed in the project area, appropriate USFWS buffer zones and/or seasonal restrictions may be required. See <https://www.fws.gov/birds/policies-and-regulations.php>. Alternatively, work can be completed outside of the nesting season. For nesting season dates please contact USFWS Colorado Ecological Services Field Office.

7. To avoid unnecessary ground disturbance, all project activities would be conducted during time periods when the ground is frozen or dry.

8. All disturbed areas including skid trails, landings, staging areas, etc. would be restored using native, weed-free seed, mulch, etc.

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9. Standard BMP for equipment maintenance, noise and dust abatement, worker protection, fire safety, etc. must be implemented during project activities.

10. All waste material associated with the project must be disposed of properly and not placed in identified floodway or wetland areas. No open burning will occur.

Source of condition: NEPA Determination

Monitoring Required: No

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.