



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SOLICITATION OF QUALIFICATIONS
COVER PAGE

SOQ Number: **7122-20**

SOQ Title: **Vegetation Restoration and Erosion Control Services for the Boulder County Public Works Department**

SOQ Questions Due: March 17, 2020 – 2:00 p.m.

Submittal Due Date: March 30, 2020 – 2:00 p.m.

Email Address: purchasing@bouldercounty.org

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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Awarded vendors will be expected to enter into a continuing services contract with the county beginning May 1, 2020 for two years with the option to renew for up to three more years. No work is guaranteed by an award of a contract.

Specifications and a sample contract are attached.

2. Written Inquiries

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **2:00 p.m. March 17, 2020**. A response from the county to all inquiries will be posted and sent via email no later than close of business **March 23, 2020**.

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 Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on March 30, 2020**.

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; identified as **SOQ # 7122-20** 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 **SOQ # 7122-20**, to the Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All SOQs 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 SOQ 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

1. Proposers are expected to examine all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Solicitation of Qualifications.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Solicitation of Qualifications, 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 Information Desk prior to the time indicated in the "Solicitation of Qualifications."
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 SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ 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.**

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

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.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SUBMITTAL SECTION

The Boulder County Public Works Department is seeking qualifications from qualified contractors for vegetation restoration and erosion control. We are requesting proposals from individual contractors and not teams.

Please submit one proposal for vegetation restoration and control measures (formerly known as best management practices) including removal, inspection and management, seeding establishment, vegetation restoration, stream bank establishment, etc.

The purpose of this solicitation is to prepare a list of pre-qualified contractors for which the county can assign work on a project-by-project basis. Selected contractors will enter into a continuing services contract for the 2020-2021 contract years with the option to renew for up to three more one-year terms, for a not to exceed amount of \$1,000,000 per year. Entering into a Continuing Services Contract does not guarantee that any work will be directed to the contractor.

More than one contractor may be selected, and individual Requests for Proposals will be requested for specific projects as they arise. Projects will vary in scope and size and will be related to Boulder County Public Works projects including roadways, bridges, drainage, and trails/sidewalks.

The County is not requesting a DBE component with this request.

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 Solicitation of Qualifications (SOQ) may be cause for rejection of the PROPOSAL.

While this SOQ is issued by the Boulder County Public Works Department, the Board of County Commissioners for Boulder County reserves the right to rely upon this SOQ, and the proposals submitted in response thereto, to procure Vegetation Restoration and Erosion Control Services from any awarded vendors/proposers for the benefit of any Boulder County department.

Please respond to the following in the order listed below.

1. Name, address, phone number and contact person for your company. Person should be the individual serving as the lead contact for the County for the duration of the contract.
2. A cover letter indicating your desire to be considered, contractor organization and any special considerations regarding your capability to serve Boulder County.
3. A description of the contractor, its capabilities, and special area(s) of expertise/strengths.
4. A description of no fewer than five and no greater than ten past projects managed by the contractor and the contractor's project team members that demonstrate your contractor's qualifications to perform the work in question.
5. The names and resumes of the individuals who will be responsible for supervising the work for each discipline being considered.
6. References. Please provide at least three references from agencies or firms that were directly involved in the past projects listed in your submittal.
7. Completed Price Sheet.
8. Confirm your contractor's ability to meet Boulder County minimum insurance requirements listed in the sample contract of this packet. Include Insurance Certificate.
9. W-9
10. Signature Page.
11. Addendum Acknowledgement (s) (if applicable)

Maximum page limit is 20 pages (not including cover page, section dividers, Insurance Certificate, W-9, Signature Page or Addendum Acknowledgements). 11x17 sheets will count as two pages. Use no smaller than 11-point font for hard copy or electronic submittals.

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

INCLUDED	ITEM
	Name, address, phone number and contact person for your company
	Cover letter
	Contractor Description
	Description of Past Projects
	Team Resumes
	References
	Price Sheet
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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PRICE SHEET

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST
202-01001	REMOVAL OF FENCE (PLASTIC)	LF	_____
202-01010	REMOVAL OF SILT FENCE	LF	_____
202-10008	REMOVAL OF EROSION LOG	LF	_____
202-10011	REMOVAL OF EROSION BALE	EACH	_____
202-10035	REMOVAL OF AGGREGATE BAG	LF	_____
202-10051	REMOVAL OF STORM INLET PROTECTION	LF	_____
202-10300	REMOVAL OF TEMPORARY BERM	LF	_____
202-14155	REMOVAL OF PLANT	EACH	_____
202-14301	REMOVAL OF SHRUB	EACH	_____
202-16042	REMOVAL OF SOIL RETENTION BLANKET	SY	_____
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	_____
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	_____
203-01622	SWEEPING (WITH PICKUP BROOM)	HR	_____
207-00205	TOPSOIL	CY	_____
207-00210	STOCKPILE TOPSOIL	CY	_____
207-00305	WETLAND TOPSOIL	CY	_____
208-00011	EROSION BALES (WEED FREE)	EACH	_____
208-00020	SILT FENCE	LF	_____
208-00022	EROSION LOG (TYPE3) (9 INCH)	LF	_____

208-00023	EROSION LOG (TYPE 3)(12 INCH)	LF	_____
208-00035	AGGREGATE BAG	LF	_____
208-00040	ROCK CHECK DAM	EACH	_____
208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	_____
208-00052	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	_____
208-00070	VEHICLE TRACKING PAD	EACH	_____
208-00101	SEDIMENT REMOVAL AND DISPOSAL	HR	_____
208-00103	REMOVAL OF DISPOSAL OF SEDIMENT (LABOR)	HR	_____
208-00105	REMOVAL OF DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	_____
208-00107	REMOVAL OF TRASH	HR	_____
208-00206	EROSION CONTROL SUPERVISOR	DAY	_____
208-00207	EROSION CONTROL MANAGEMENT	DAY	_____
209-00000	WATER	MGAL	_____
212-00006	SEEDING (NATIVE)	ACRE	_____
212-00022	SEEDING (RIPARIAN)	ACRE	_____
212-00028	SEEDING (WETLANDS)	ACRE	_____
212-00032	SOIL CONDITIONING	ACRE	_____
213-00003	MULCHING (WEED FREE)	ACRE	_____
213-00012	SPRAY-ON MULCH BLANKET	ACRE	_____
213-00061	MULCH TACKIFIER	LB	_____
214-00009	LANDSCAPE MAINTENANCE	ACRE	_____
214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	_____
214-00301	DECIDUOUS SHRUB (1 GALLON CONTAINER)	EACH	_____
214-00450	EVERGREEN TREE (5 GALLON CONTAINER)	EACH	_____
214-00610	EVERGREEN SHRUB (1 GALLON CONTAINER)	EACH	_____
214-00910	PERENNIALS (1 GALLON CONTAINER)	EACH	_____
214-01013	LIVE WILLOW STAKES	EACH	_____

216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY	_____
216-00222	SOIL RETENTION BLANKET (COCONUT) (BIODEGRADABLE CLASS 2)	SY	_____
217-00000	HERBICIDE TREATMENT	SY	_____
218-00000	NOXIOUS WEED MANAGEMENT	LS	_____
218-00010	NOXIOUS WEED MANAGEMENT	HR	_____
218-00015	NOXIOUS WEED MANAGEMENT	SY	_____
240-00000	WILDLIFE BIOLOGIST	HR	_____
240-00010	REMOVAL OF NESTS	HR	_____
240-00020	NETTING	SY	_____
607-11525	FENCE (PLASTIC)	LF	_____
626-00001	MOBILIZATION	EACH	_____
630-00000	FLAGGING	HR	_____
630-00007	TRAFFIC CONTROL INSPECTION	DAY	_____
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	_____
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH	_____
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	_____
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	_____
630-80359	PORTABLE MESSAGE SIGN PANEL	DAY	_____
630-80360	DRUM CHANNELING DEVICE	EACH	_____
630-80380	TRAFFIC CONE	EACH	_____
630-80384	TUBULAR MARKER	EACH	_____



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INSURANCE REQUIREMENTS

Category	Commercial General Liability	Automotive Liability	Workers' Compensation and Employer's Liability	Umbrella / Excess Insurance	Professional Liability (Errors and Omissions)	Pollution Liability	Aircraft Liability
Vegetation Restoration and Erosion Control	√	√	√	√	√	√	
*****FOR ANY WORK USING UNMANNED AIRCRAFT SYSTEMS (UAS) OR DRONES							√



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection will be based on the following:

- 40%: Qualifications of personnel - How much experience does each/all team member(s) have in the category proposed? Describe specific technical qualifications as well as experience managing or participating in the appropriate projects.
- 40%: Relevance of Past Projects - Contractors' experience with past projects; those projects' relevance to Boulder County's needs.
- 20% Cost Reasonableness

Boulder County expects to complete the selection process by mid-April and will be contacting each contractor with the results shortly thereafter.

Upon completion of the selection process, Boulder County will begin contract negotiations with each of the selected contractors for the 2020-2021 years. The contractor(s) selected will be asked to submit scope and fee proposals for the work tasks as the work becomes available.

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:

Description	Points
Qualifications of Personnel	4 @ 40%
Relevance of Past Projects	4 @ 40%
Cost	4 @ 20%
Total Possible Points	4



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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.



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SPECIFICATIONS

VEGETATION RESTORATION AND EROSION CONTROL FOR THE BOULDER COUNTY PUBLIC WORKS DEPARTMENT

The *2019 Standard Specifications for Road and Bridge Construction*, controls construction of all Boulder County Projects. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

At a minimum, the following project special provisions will apply. Additional specifications may be included on a project-by-project or grouped project basis.

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**REVISION OF SECTION 101
DEFINITIONS AND TERMS**

Certain terms utilized in the latest edition of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions is as follows:

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Subsection 101.22 "Contractor" shall mean prefabricator and/or contractor as described in subsection 101.23

Subsection 101.28 "Department" shall mean Boulder County, Colorado (where applicable).

Subsection 101.29 "Engineer" shall mean County Engineer, Boulder County, Colorado or designated representative (where applicable).

Subsection 101.36 shall include:

Additional holidays recognized by Boulder County are:

New Year's Eve Day, Starting at Noon, if falls on Tuesday through Thursday

Full Day New Year's Eve, only if day falls on Monday.

President's Day

Election Day (Even years)

Day after Thanksgiving Day

Christmas Eve, Starting at Noon, if falls on Tuesday through Thursday

Full Day Christmas Eve, only if day falls on Monday

Subsection 101.39 "Laboratory" shall mean Boulder County, Colorado or their designated representative.

Subsection 101.51 "Project Engineer" shall mean Boulder County's duly authorized representative who may be a Boulder County employee or an employee of a consulting engineer (consultant) under contract to Boulder County. (where applicable)

Subsection 101.51 (a) "CDOT Project Engineer" shall be replaced with "Project Engineer" within these specifications. When applicable and when these documents reference a CDOT engineer, this reference shall be construed to mean Project Engineer.

**REVISION OF SECTION 101
DEFINITIONS AND TERMS**

Subsection 101.51 (b) shall be replaced with the following:

“Consultant Project Engineer”. The consultant employee under the responsible charge of the consultant’s Professional Engineer who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project. The Consultant Project Engineer’s duties are delegated by the Project Engineer in accordance with the scope of work in the consultant’s contract with Boulder County. The Consultant Project Engineer is not authorized to sign or approve Contract Modification Orders.

Subsection 101.58 “Region Transportation Director” shall mean Boulder County Engineer, Boulder County, Colorado or designated representative (where applicable).

Subsection 101.76 “State” shall mean Boulder County, Colorado (where applicable).

**REVISION OF SECTION 104
MAINTAINING TRAFFIC**

Section 104 of the Standard Specifications is hereby revised as follows:

Subsection 104.04 shall include the following:

Employee vehicle parking is prohibited where it conflicts with safety, access or flow of traffic. The Contractor is responsible for obtaining, coordinating and maintaining acceptable parking and staging areas for the duration of the construction activities. This shall not be paid for separately but shall be included in the work.

**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

Section 107 of the Standard Specifications is hereby revised as follows:

Subsection 107.18 shall be deleted and replaced with the following:

107.18 Fire Protection Plan. The following work elements are considered safety critical work for this project:

- (a) *Fire Protection Plan.* Prior to start of work, the Contractor shall submit a Fire Control Plan in writing to the Engineer and Local Fire Authority for approval. The plan shall include the following:
- (1) The name and contact information of a Fire Control Coordinator who shall be assigned to the project.
 - (2) A 24-hour Emergency Contact List which, at a minimum, includes Project Superintendent, Project Foreman and Project Traffic Control Supervisor.
 - (3) A complete list, including storage locations, of all tools and equipment the Contractor will use in the event of an emergency within project limits.
 - (4) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.
 - (5) Specific fire prevention precautions, and the required fire mitigation equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of heavy equipment, vehicles, hand tools, storage and parking areas.
 - (6) Specific precautions for fueling operations.
 - (7) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week to include a local Fire Authority Representative. The Contractor shall encourage participation by all persons working at the project site. Participants shall discuss specific fire prevention precautions for construction activities.
- (b) *Open Burn Exemption.* A BURN EXEMPTION may be requested by the Contractor from the Boulder County Sheriff's Office if current fire restrictions are in place. The fire restrictions Prohibit:
- (1) Building, maintaining, attending, or using an open fire, campfire or stove fire (including charcoal barbecues and grills) on public land;
 - (2) Use of all personal fireworks;
 - (3) Shooting or discharging firearms for recreational purposes, except for hunting with a valid and current hunting license on public land;

**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

- (4) Smoking, except in an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials;
- (5) Operating a chainsaw without a USDA or SAE-approved spark arrester properly installed and in effective working order. A chemical, pressurized fire-extinguisher must be kept with the operator, and at least one round-point shovel with an overall length of at least 35 inches must be readily available for use;
- (6) Welding or operating acetylene or other open-flame torches, except in cleared areas of at least 10 feet in diameter, and with a chemical, pressurized fire-extinguisher immediately available for use; and
- (7) Using an explosive.

(c) Equipment and Procedures.

Fire Boxes. If required by the local Fire Authority shall contain tools and equipment that shall be used exclusively for controlling or suppressing fires which occur due to construction activities on project sites. Each fire box shall contain, as a minimum, the following:

- (1) Five round-pointed shovels,
- (2) Two double-bitted axes,
- (3) Three Pulaskis or mattocks,
- (4) Two backpack pumps, and
- (5) Four large fire extinguishers as prescribed by the local Fire Authority.

Welding/Torching/Cutting/Drilling. If work at field locations is required, the work shall be done at a location where all flammable material has been cleared within a 30-foot radius and approved by the local Fire Authority.

Spark Arrestors. All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling. Approved and inspected by the local Fire Authority.

Storage and Parking Areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas shall be cleared of all flammable materials for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for distance of 20 feet. Other mitigation methods may be used as approved by the Engineer and applicable codes.

**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

(d) *Fire Control Coordinator Responsibilities.* The Fire Control Coordinator shall:

- (1) Be the primary contact for the local Fire Authority and Project Engineer
- (2) Implement the Fire Control Plan.
- (3) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.
- (4) Document in a letter to the Engineer and Local Fire Authority changes to the Fire Control Plan.
- (5) Contact local firefighting authorities 3 days in advance when a hazardous operation is scheduled. Inspection due to construction activities within project limits may be required.
- (6) Coordinate fire control, mitigation and possible suppression activities until authorities arrive, including the evacuation of staff.

When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Control Coordinator. The Fire Control Coordinator, or his designee, shall always be on site while work is performed.

(e) *Open Burning During Weather Events.* **During any of the following weather events, open burning is not permitted in unincorporated Boulder County from time of issuance until midnight in which the event expires: Red Flag Warning, High Wind Warning, High Wind Watch and Fire Danger Warning.** Check the local forecast for up to date information issued by the National Weather Service. This is per Boulder County Ordinance 2018-1, "An Ordinance Repealing and Replacing Boulder County Ordinance 2006-2 and Authorizing the Declaration of Open Fire Bans by the Board of County Commissioners or the County Sheriff."

The National Weather Service issues weather statements to inform area firefighting and land use management agencies that conditions are ideal for wildland fire ignition and propagation (Red Flag Warning, High Wind Warning, High Wind Watch, Fire Danger Warning).

For this standard special provision, smoking is an open flame and shall be included in the definition of open burning, which is not permitted for the above listed weather events. Any smoking or lighting of items outside or within a vehicle with open windows is not permitted on the project site or within 500 feet of the project's limits of disturbance. With the approval of the Engineer, who consults with the local Fire Authority, a designated smoking area may be established.

**REVISION OF SECTION 107
FIRE PROTECTION PLAN**

No additional payment or compensation will be paid to the Contractor during any weather events associated with open burning and include Red Flag Warning, High Wind Warning, High Wind Watch, Fire Danger Warning. Delays may be counted as an excusable delay per Standard Specification 108.08 or at the discretion of the Engineer.

- (f) *Costs.* All costs associated with the preparation and implementation of the Plan and compliance with all fire protection provisions and requirements will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTION 107
AIR QUALITY CONTROL**

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.24 shall include the following:

Equipment Emissions. Boulder County projects shall meet or exceed current Colorado Air Quality standards. The project work shall be performed using practices that minimize air quality detriments during construction. All the standards below shall be followed to improve air quality related to this project:

- (a) Emissions standards:
 - (1) Optimally, electric or hybrid powered equipment or vehicles will be used on all projects.
 - (2) Equipment engines shall be compliant with the most recent Environmental Protection Agency (EPA) requirements.
 - (3) Contractors are required to maintain a minimum emissions level for diesel fueled equipment at a Tier 3 level.
 - (4) Contractors shall provide certification of compliance with diesel emissions standards. Failure to do so will result in immediate stoppage of work and is a non-excusable delay per subsection 108.08(c)2.
 - (5) All diesel vehicles, construction equipment, and generators on site shall be fueled with ultra-low sulfur diesel fuel (ULSD) or a biodiesel (B20) blend approved by the original engine manufacturer with sulfur content of 15 ppm or less.
- (b) Proximity. Any project within 1000 linear feet of a residence or regular gathering location of multiple people (i.e., schools, parks, places of worship, commercial buildings, etc.) is required to have either electric, hybrid or Tier 4 diesel powered equipment or vehicles.
- (c) Exemption. Emergency equipment is exempt from this specification. All reasonable effort will be made to replace equipment placed in service at the beginning of the emergency work with equipment as specified above as soon as possible.
- (d) Definition. Vehicle, for the purposes of this specification, is defined as any diesel-powered company owned car or truck. It does not apply to personal vehicles.
- (e) Cost. Unless shown otherwise in the bid tabulation for this project, costs to achieve this specification will be included in the overall cost of the project.

**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

Section 108 of the Standard Specifications is hereby revised as follows:

Subsection 108.03 shall include the following:

Meetings will be required to review progress and plan upcoming activities. The Erosion Control Supervisor, other representatives, as appropriate, from the Contractor and all active subcontractors shall attend the meetings. Such meetings will be required on a bi-weekly basis at a time to be determined by the Engineer and the Contractor.

Subsection 108.05 shall include the following:

All work performed by the Contractor or any of his agents shall be accomplished during the established working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Neither the Contractor nor his agents shall work outside of the daily working hours without prior approval by the Engineer.

If the Contractor receives approval to work additional hours for his convenience, the Contractor shall reimburse the County for the cost of providing additional engineering and inspection services. The reimbursement to the County will be at a rate of \$125.00 per hour for each County employee and \$175.00 per hour for each consultant required to be on the job site. This cost will be deducted from any money due the Contractor.

SECTION 200
VEGETATION RESTORATION AND EROSION CONTROL

Section 200 is hereby added to the Standard Specifications as follows:

DESCRIPTION

200.01 Several projects within Boulder County require ongoing vegetation restoration, erosion control supervision and control measures removal in addition to the original contracted construction work. This additional restoration work will be completed through a separate contract, the solicitation for which is contained herein.

Below is a list of example items, the Contractor will be responsible for at each project site to ensure all control measures (BMPs) are attended to and vegetation reaches required establishment. This list is not all encompassing and further details of items will be given on a project-by-project basis.

- (a) Maintain control measures
 - (1) Replace control measures as necessary
 - (2) Remove control measures upon final stabilization
- (b) Provide erosion control supervision
 - (1) Update Stormwater Management Plans
 - (2) Perform inspections
 - (3) Provide sediment removal and disposal
- (c) Maintain plantings until vegetation is established
 - (1) Water existing seeding, landscaping and vegetation as necessary for required establishment
 - (2) Re-apply seeding (as necessary)
 - (3) Re-apply ground cover (e.g. mulch, tackifier. blanket) as necessary
 - (4) Re-plant vegetation (e.g. willows, trees, shrubs) (as necessary)
- (d) Remove control measures upon establishment of vegetation.
- (e) Watering, as necessary for vegetation establishment (Cost to be included in the work)
- (f) Weeding (as necessary)

CONSTRUCTION REQUIREMENTS

200.02 Construction Requirements will be as directed per that bid item's specification.

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**ADDITION OF SECTION 200
VEGETATION RESTORATION AND EROSION CONTROL**

METHOD OF MEASUREMENT

200.03 Method of Measurement will be as directed per that bid item's specification.

BASIS OF PAYMENT

200.04 Basis of Payment will be as directed per that bid item's specification.

**REVISION OF SECTION 202
REMOVAL OF TOPSOIL**

Section 202 of the Standard Specification is hereby revised as follows:

Subsection 202.02 shall include the following:

Topsoil Removal: After the construction area and its access have been delineated, the vegetation should be mowed to a maximum height of four (4) inches over the area to be disturbed. If the amount of vegetation exceeds what can be incorporated into the soil without interfering with establishing a proper seedbed, then excess vegetation shall be removed.

Topsoil should be removed by a front-end loader (preferred method) or grader. Under no circumstances should upland topsoil be removed under wet soil moisture conditions. The depth of the topsoil layer may vary. Topsoil may be delineated from the subsoil by a higher organic matter content (usually, but not always, indicated by a darker color) and a relatively loose and friable soil structure. Typically, topsoil is between four (4) and eight (8) inches in depth.

Under no circumstances shall subsoil be mixed with topsoil, and subsoil shall not be placed on top of the topsoil. If necessary, salvaged topsoil shall be cordoned off to delineate the topsoil from subsoil or other materials. The topsoil shall be protected from contamination by subsoil material, weeds, etc. and from compaction by construction equipment and vehicles.

**REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsection 203.05 (b), first paragraph, shall include the following:

Excess material that must be removed from the project shall become the property of the Contractor and disposed of outside the project limits.

The Contractor shall make all arrangements to obtain any required agency permit(s) and written permission from property owners for disposal locations outside the limits of the project, within unincorporated Boulder County.

Disposal of more than 50 cubic yards of unclassified excavation within unincorporated Boulder County may qualify for one of the following Boulder County Land Use review processes:

- (a) Grading Permit,
- (b) Site Plan Review,
- (c) Site Plan Review Waiver, or
- (d) Limited Impact Special Review, per Boulder County Land Use.

Copies of the permit(s) and written permission shall be furnished to the Engineer before the disposal area is used.

Subsection 203.12 shall include the following:

Payment for Unclassified Excavation and Unclassified Excavation (Complete in Place) shall also include costs associated with obtaining any necessary permits or written permissions and will not be paid separately.

**REVISION OF SECTION
207 TOPSOIL**

Section 207 of the Standard Specification is hereby revised as follows:

Subsection 207.01 last sentence shall be replaced with the following:

It shall include the placing of topsoil upon constructed cut and fill slopes after grading operations are completed.

Subsection 207.02 shall include the following:

All topsoil shall be either secured from the site or imported and shall be approved by Boulder County at the source prior to import.

Subsection 207.03 shall include the following:

Relieving Compaction: Areas to receive topsoil that have been compacted by heavy equipment shall be ripped or chiseled **prior to redistribution of topsoil**. Construction areas and other compacted areas will be chiseled to a minimum depth of 10 inches, with no more than a 10- inch interval between chiseled furrows. Two passes with a chiseler may be necessary, with the second pass chiseling between the first furrows, or perpendicular to original furrows.

Redistribution of Topsoil and Application of Soil Conditioning: The topsoil should be redistributed uniformly over the disturbed areas, minimizing compaction by equipment. **Topsoil redistribution shall not occur under wet soil conditions**. When applicable, fertilizer or soil conditioning shall be incorporated evenly throughout the topsoil as described in Specification.

**REVISION OF SECTION 207
WETLAND TOPSOIL**

Section 207 of the Standard Specification is hereby revised as follows:

Subsection 207.01 last sentence shall be replaced with the following:

It shall include the placing of topsoil upon constructed cut and fill slopes after grading operations are completed.

Subsection 207.02 shall include the following:

All topsoil shall be either secured from the site or imported and shall be approved by Boulder County at the source prior to import.

Subsection 207.03, paragraph one, shall include the following:

Wetland topsoil material shall be excavated from the area, as designated by a wetland botanist or ecologist, to a maximum depth of 12 inches, or as otherwise designated, and placed within 24 hours in the designated area. Do not excavate beyond areas in which cobble or other non-soil material is encountered. Wetland topsoil salvaged from the site shall have woody vegetation (particularly native willows) salvaged within the expected disturbance areas. Salvage wetland topsoil from different vegetation zones or plant communities separately.

The Contractor shall prepare the relocation site to elevations specified and approved by the Engineer prior to excavating the wetlands. If the Engineer determines that this is not possible, then the Contractor shall stockpile the material in an approved area, to remain undisturbed until the relocation site has been prepared. An approved stockpile area should be on relatively level ground upland areas, separate from other stockpiled soil. Storage time within the stockpile shall be no longer than four weeks for mineral soils and two weeks for organic soils. Stockpiled wetland soil is subject to composting (and associated loss of organic matter and plant propagules) and must be stored in small piles (less than 3 ft x 3 ft x 3 ft) to limit internal heating. Wetland topsoil material shall be placed over the prepared relocation areas to a depth of 12 inches, or as otherwise designated. The site shall be surveyed after grading to ensure design elevations are met.

**REVISION OF SECTION 207
WETLAND TOPSOIL**

Stockpile area perimeters should be surrounded with a silt fence set approximately three feet from stockpile edges or downhill from a stockpile located on a slope. Wetland topsoil stockpiles may be covered with an erosion control blanket if drying, intense rainfall, or weed contamination are a concern. However, a cover can encourage composting of organic materials within the stockpile and should generally be avoided. In areas where stockpiles will be located on top of weedy vegetation, place an erosion control blanket under each stockpile to limit stockpile contamination. Control invasive weeds that become established on stockpiles with a wetland-approved herbicide as needed.

**REVISION OF SECTION 208
EROSION CONTROL**

Section 208 of the Standard Specification is hereby revised as follows:

Subsection 208.02(h) shall include the following:

All erosion logs shall be biodegradable unless otherwise approved by the Engineer.
Photodegradable will not be accepted.

Subsection 208.02 (k) shall include the following:

Prior to the initial arrival onto the project site, all equipment shall be thoroughly power washed, including the undercarriages and tires. Equipment must be clean of mud, vegetative matter, and other debris to prevent importation of non-native and noxious weed seeds from other project sites.

**REVISION OF SECTION 209
DUST PALLIATIVES**

Section 209 of the Standard Specifications is hereby revised as follows:

Subsection 209.05 shall include the following:

The contractor shall be responsible for controlling vehicle and equipment speeds within the project site to keep dust to a minimum. The Contractor shall monitor activities daily for dust. If excessive dust is being generated by construction speeding vehicles or equipment, the contractor shall immediately take corrective action to ensure operators and drivers control speeds, thereby, assisting in dust suppression.

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING**

Section 212 of the Standard Specification is hereby revised as follows:

Subsection 212.02 (a) shall include the following:

Maximum crop and weed content shall follow the Colorado Seed Certification Standards for certified seed:

- (1) Prohibited (Primary) Noxious Weeds (List A): None,
- (2) Restricted (Secondary) Noxious Weeds (List B): Less than 0.1%, and
- (3) Total Other Crop Seed: Less than 1.0%.

Seed shall be free of Prohibited (Primary) Noxious Weeds (List A) including, but not limited to, Canada thistle, diffuse knapweed, spotted knapweed, Russian knapweed, field bindweed, hoary cress, jointed goat grass, leafy spurge, musk thistle, and yellow toadflax. The Contractor shall be responsible for replacing any refused seed at no additional cost to the project.

If specified type or variety of seed is not available, substitutions must be submitted and approved by the Engineer.

Subsection 212.02 (b) 1 shall be replaced with the following.

(b) Fertilizer, Soil Conditioners and Biochar

1. Fertilizer: Fertilizer may only be used if directed by the project specific documents.

Fertilizer shall meet the following description; a slow release organic fertilizer composed of dried granulated fungal and bacterial biomass. The nutrient source shall be derived from fermented plant material along with nutrients such as cottonseed meal, soybean meal and trace elements all under sterile conditions. It shall not contain urea or sewage material.

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

The fertilizer shall meet the following minimum requirements:

Criteria	Requirement
Nutrient Content (N-P-K)	7-2-1 <ul style="list-style-type: none">• Nitrogen (total) >7%• Nitrogen (water soluble) <0.5%• Phosphorus (P2O5) 2-4%,• Potassium (K2O) 1%
Phosphorous Content	3-6-3, 4-6-4, 3-7-4, or comparable
pH level	6.5-7.5
Organic Material	>75%

Subsection 212.02 (b) 2 shall be replaced with the following:

2. Soil Conditioner: Soil conditioner shall consist of compost, biological nutrient, biological culture or humic acid-based material. Compost shall be used as a soil conditioner unless otherwise specified in the project specific documents.

Humic acid-based material (Humate) shall be mined from fresh water, sand matrix source and shall include the following:

- (1) A pH 3.5 to 4.0.
- (2) Maximum 15 percent inert ingredients.
- (3) Minimum 85 percent organic material with 50 percent minimum humic acid.

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Compost shall be weed-free, organic compost derived from a variety of feed stocks including agricultural, biosolids, forestry, food, leaf and yard trimmings, manure, tree wood with no substance toxic to plants. Material shall be aerobically composted in a facility permitted by the Colorado Department of Public Health and Environment (CDPHE) to produce or sell compost in accordance with House Bill (HB) 1181. The Contractor shall submit a copy of this permit to the Engineer for approval and the project records. The compost shall be tested in accordance with the U.S. Composting Council's Test Methods for Examining of Composting and Compost (TMECC) manual.

The compost manufacturer shall be a participating member of in the U.S. Composting Council's Seal of Testing Assurance Program (STA). The Contractor shall provide a participation certificate and test data on a Compost Technical Data Sheet. The Contractor shall provide a participation certificate and test data showing the lab analysis on a Compost Technical Data sheet that verifies that the compost meets the requirements. The Contractor shall submit documentation showing the feedstock amount by percentage in the final compost product. Compost feedstock may include, but is not limited to, leaves and yard trimmings, food scraps, food-processing residuals, manure or other agricultural residuals, forest residues, bark, and paper. Biosolids (from sewage treatment facilities) are not considered suitable feedstock.

Compost shall consist of a carbon to nitrogen ratio between 10:1 and 20:1. Compost may consist of one or more of the following, or include other appropriate composts:

- (1) Well-aged dairy cattle manure,
- (2) Well-aged poultry manure, or
- (3) Composted yard wastes.

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Compost shall have the following physical properties:

Compost Parameters	Reported As	Requirement	Test Method
pH	pH units	6.0 – 8.5	TMECC 04.11-A
Soluble Salts (Electrical Conductivity)	dS m ⁻¹ or mmhos cm ⁻¹	Maximum 10dS/m	TMECC 04.10-A
Moisture Content	%, wet weight basis	30 – 60%	TMECC 03.09-A
Organic Matter Content	%, dry weight basis	30 – 65%	TMECC 05.07-A
Particle Size (sieve sizes)	%, dry weight basis for each sieve fraction	Passing 1 inch – 100% 1/2 inch – 95%	TMECC 02.02-B
Man-made Inert Contamination	%, dry weight basis	< 1%	TMECC 03.08-A
Stability (Respirometry)	mg CO ₂ -C per g TS per day mg CO ₂ -C per g OM per day (PASS/FAIL) Limits:	8 or below	TMECC 05.08-B
Select Pathogens	Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <1000 MPN/gram	Pass	TMECC 07.01-B Fecal Coliforms, or 07.02 Salmonella
Trace Metals	(PASS/FAIL) ^[SEP] Limits (mg kg ⁻¹ , dw basis): As 41, Cd 39, Cu 1500, Pb 300, Hg 17, Ni 420, Se 100, Zn 2800	Pass	TMECC 04.06
Maturity (Bioassay) Percent Emergence Relative Seedling Vigor	%, (average) %, (average)	> 80% > 80%	TMECC 05.05-A
The Contractor shall provide a CTR in accordance with subsection 106.13 confirming that the material has been tested in accordance with TMECC.			

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

3. Biochar: Biochar shall be a USDA Certified Biobased Product. Biochar shall be made in a slow pyrolysis process and exceed 70% carbon content in the delivered product. The size of an individual piece of char shall range between 0.25 inches to 1.25 inches.

Mycorrhizae: Supplemental mycorrhizae, Quantum Growth VSC:

- (1) 1.32% humic acid (from peat humus)
- (2) 0.50% *Rhodopsuedomonas palustris*..... 1.0 E+6 cfu/ml
- (3) 0.25% *Bacillus amyloliquefaciens*..... 5.0 E+5 cfu/ml
- (4) 0.25% *Bacillus licheniformis*..... 3.0 E+5 cfu/ml
- (5) 0.25% *Bacillus megaterium*..... 1.0 E+5 cfu/ml
- (6) 0.25% *Bacillus subtilis*..... 2.0 E+5 cfu/ml

Supplemental mycorrhizae, Quantum Growth Light:

- (1) 0.5% *Rhodopsuedomonas palustris*.....5.0 E+6 cells/ml
- (2) 99.5% de-ionized water

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Subsection 212.06 (a) shall be replaced with the following:

- (a) *Soil Preparation.* Following redistribution of topsoil, the disturbed areas shall be chiseled again to a minimum depth of 12 inches, with no more than a 10-inch interval between chiseled furrows. Slopes flatter than 2:1, shall be tilled to a well settled, firm, and friable seedbed four (4) inches deep. Slopes 2:1 or steeper shall be left in a roughened condition. Slopes shall be free of soil clods, sticks, stones, and debris more than four (4) inches in any dimension and be brought to the desired grade and line. Uneven grading of the soil surface is acceptable and encouraged to prevent further compaction from excess heavy machinery operation. All slopes shall be free of concrete and asphalt. No soil preparation for seeding shall occur when soil is frozen or in an extreme wet or dry condition.

Subsection 212.06 (b) shall be replaced with the following:

- (c) *Fertilizing and Soil Conditioning.* Prior to seeding, fertilizer, soil conditioner, or both shall be applied evenly throughout the topsoil.
1. Fertilizing. Apply approved product at 800 to 1,300 lbs. per acre. Fertilizers shall be incorporated into the top four (4) inches of soil after broadcasting seed.
 2. Compost. Biological nutrient, culture or humic based material called for on the plans shall be uniformly applied at three (3) cubic yards per 1000 square feet onto the soil service. Organic amendments shall be applied uniformly over the soil surface and incorporated into the top six (6) inches of soil. No measurable quantity of organic amendment shall be present on the surface after incorporation.
 3. Biochar. Supplemental mycorrhizae – Quantum Growth VSC applied at 2 gal/acre and Quantum Growth Light applied at 1 gal/acre.

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Subsection 212.06 (c) shall be replaced with the following:

- (c) *Seeding.* Seeding shall be accomplished within 24 hours of tilling or scarifying to make special seed bed preparation unnecessary. The seeding application rate shall be as designated in the Contract. All slopes flatter than 2:1 shall be seeded with grass or no-till drills followed by packer wheels. Drag chains are not allowed. Drills shall have depth bands set to maintain a planting depth between $\frac{1}{2}$ and $\frac{3}{4}$ inch and shall be set to space the rows not more than seven (7) inches apart. Packer wheels that firm the soil over the drill row are required. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application. The Contractor shall notify the Engineer 24 hours in advance and request inspection of seeding areas prior to installation.

Seed must be applied with a grass or no-till drill that is specifically designed to accommodate variability in size and physical characteristic of native grass seeds.

Seed drills must be clean of seed from previous seeding jobs before any seeding begins.

If strips greater than seven (7) inches between the rows have been left unplanted or other areas skipped, the Engineer will require additional seeding at the Contractor's expense.

When requested by the Contractor and approved by the Engineer, seeding may be accomplished by broadcast or hydraulic type seeders at twice the rate specified in the Contract at no additional cost to the project.

All seed sown by broadcast-type seeders shall be "raked in" or covered with soil to a depth of at least $\frac{1}{4}$ inch. Broadcasting seed will be permitted only on small areas not accessible to machine methods. Broadcast seeding shall proceed on freshly disturbed (raked or harrowed) soil surface and broadcast seed shall be immediately raked or harrowed into the surface. Raking shall be accomplished using metal-tined garden or landscape rakes; no plastic leaf rakes shall be allowed. If harrowing is used, an English harrow or its equivalent shall be required.

Hydraulic seeding will not be accepted.

Seeded areas damaged due to circumstances beyond the Contractor's control shall be repaired and reseeded as ordered. Payment for this corrective work, when ordered, shall be at the contract prices.

**REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER AND SODDING**

Areas not requiring seeding that have been damaged due to the seeding operation shall be required as ordered. Payment for this corrective work, when ordered, shall at the contract prices.

Multiple seeding operations shall be anticipated as portions of job are completed to take advantage of growing conditions and to comply with Section 208 and subsection 212.03.

Application of various types of seeding are as follows:

1. Seeding (Upland). Prior to seeding, the soil conditioner shall be applied at 3 CY per 1000 SF and incorporated into the top eight (8) inches of soil.

Seed shall be applied at the percent of mix (% of mix) and application rate (PLS/Acre) that is designated on the plans under Seeding (Upland). Seed shall be applied to Seeding (Upland) areas shown on plans.

2. Seeding (Riparian). Prior to seeding, the soil conditioner shall be applied at 6 CY per 1000 SF and incorporated into the top eight (8) inches of soil.

Seed shall be applied at the percent of mix (% of mix) and application rate (PLS/Acre) that is designated on the plans under Seeding (Riparian). Seed shall be applied to Seeding (Riparian) and Perennial (Tublings) areas shown on plans.

3. Combined Seeding. Prior to seeding, the soil conditioner shall be applied at three cubic yards per 1000 SF and incorporated into the top eight (8) inches of soil.

Seed shall be made up of 70% Seeding (Upland) and 30% Seeding (Riparian). Combined seeding shall be applied at the percent of mix (% of mix) and application rate (PLS/Acre) that is designated on the plans under both Seeding (Upland) and Seeding (Riparian).

Subsection 212.07, paragraph four, shall include the following:

The Contractor shall furnish the Engineer with delivery tickets or bag weight tickets prior to placing any soil conditioner. Any soil conditioner placed by the Contractor without the Engineer's approval will not be paid for.

Tags attached to bags of seed will not be removed until the bag is opened on site at the time of seeding.

**REVISION OF SECTION 214
PLANTING**

Section 214 of the Standard Specifications is hereby revised as follows:

Subsection 214.01 and shall include the following:

This work consists of furnishing all plants, labor, materials and equipment and performing all work necessary and incidental to installing live willow cuttings or poles for the stabilization of soil and riprap and/or environmental mitigation in accordance with other contract documents, at the direction of the Engineer. This work also includes perennial (tubelings) and wattles as shown on the drawings.

Subsection 214.02, paragraph eight, shall include the following:

Substitutions will not be permitted without written request and approval from the County. All substitutions must represent native species that occur naturally in Boulder County and surrounding watersheds and is appropriate for the elevation where the plant material will be planted, and do not represent horticultural cultivars or varieties.

Subsection 214.02 shall include the following:

(e) *Live Willow*. Stakes shall be collected from sources that have been approved by the Engineer before beginning cutting operations. These plants must be harvested in early spring while dormant and before the buds leaf out (usually between February 15th and April 15th), unless otherwise approved by the Engineer. All stakes shall be collected on or near the site (within 1,000 vertical feet) whenever possible, as directed by a qualified ecologist. All stakes shall be harvested when dormant (before leaves emerge or after they are dropped) from live plants 0.5 to 0.75 inch in diameter. Diseased or damaged stakes shall not be harvested.

The stem shall be stripped of all branches before cutting and then trimmed to the desired length. The lower (rooting) end of the stem shall be cut at a 45-degree angle and the upper end shall be cut at a 90-degree angle. The cuttings shall be placed into water within five minutes of cutting, or if longer, recut the ends, and soaked—with a minimum of 50% of the cutting submerged—for at least 72 hours, but not more than 14 days, prior to planting. The stakes shall be kept wet until placed into the ground and will not be allowed out of water for more than 10 minutes during planting. All cuttings shall be trimmed after installation to ensure that no more than 12" is left above ground.

**REVISION OF SECTION 214
PLANTING**

No more than 20 percent of middle age plant material shall be taken from willow collection sites unless plant will be removed or transplanted during excavation and grading. Written consent from the property owner must be received in areas where harvesting will occur and will specify if it is beneficial to take more than 20 percent of the plant material.

Willows shall be cut by hand. Transport of willow cuttings on the collection site may be by hand or machinery. No machinery will be used on any property without consent of the owner. Written consent of the owner including explanation of machinery type and limits of machinery travel shall be provided to the Engineer before machinery is used for willow transport.

Willow collection sites shall be left in good condition following the collection process. All slash will be removed and disposed of as part of the work. The collection team will be aware of all property lines and maintain cutting practices on lands that have provided consent only. Collections made on public lands must be permitted and carried out in accordance with local, state, and federal law. Willow cuttings grown in an approved nursery will be allowed.

The Contractor shall provide the Engineer two weeks' notice prior to beginning willow collection.

Protection of Migratory Birds shall be observed in the cutting and planting sites.

- (f) *Perennial (Tubelings)*. Perennial (Tubelings) shall be supplied in 10-cubic-inch containers as designated in the contract. All plants shall be from Colorado. Perennial (Tubelings) shall have been growing at least one growing season in the nursery. Perennial (Tubelings) shall not be shipped while in a dormant condition. Perennial (Tubelings) shall be a minimum of six inches in height when applicable to species and a root mass filling 75% of a 10-cubic inch container.

The Contractor shall notify the Engineer prior to ordering any Perennial (Tubelings). Boulder County shall approve the order and quantities of all Perennial (Tubelings).

**REVISION OF SECTION 214
PLANTING**

Wattles. Wattles are used to trap sediment and revegetate banks. Construct the wattle by bundling 15 to 30 five-foot long willow stakes (or per the plan). Bundle the stakes with ends alternated. Tightly compress bundle to a diameter of 8 to 12 inches and tie with two wraps of biodegradable twine or wire every 18 to 24 inches. Install by digging a trench 12 to 18 inches wide and as deep as the wattle diameter. Do not dig the trench more than one hour prior to planting the wattle to minimize soil drying. Anchor wattle into the trench with 30-inch wooden stakes driven through the wattle every 24 inches. Cover with soil and tamp lightly so that none of the wattle is exposed and the top has no more than four inches of soil covering it.

Subsection 214.03 shall include the following:

- (j) *Live Willow/Cottonwood Stake Installation.* Using a piece of rebar, stinger backhoe attachment, or other equipment, to create a vertical hole deep enough to reach the water table throughout the growing season. Insert the cutting into the hole so that the rooting end of the cutting is in contact with the water table during the low flow period. At least $\frac{2}{3}$ of the cutting length must be below ground. After proper installation, trim above ground length so that no more than 12 inches (with at least two live buds showing) is left above ground. Only dead blow hammers or rubber mallets shall be used to tamp the live poles into the soil. Care shall be taken to prevent splitting of the poles due to impact from the hammers. Sledgehammers or other hammering devices shall NOT be used to install the cuttings. Soil shall be placed in any spaces around the cuttings and tamped into place to remove any air pockets. Water shall be applied immediately (within five minutes) to the planted cuttings/stakes until the soil around the plant is saturated. Stake shall be pruned to a clean, non-damaged cut.
- (k) *Watering in Non-irrigated Areas.* Newly planted and transplanted tree materials shall be watered once per week at the rate of 10 gallons per tree per watering for the months May through October, and once per month at the rate of 10 gallons per tree for the months November through April of the 12-month period following planting.

Shrubs planted or transplanted in upland areas shall be watered once per week by at the rate of five gallons per shrub per watering for the months May through October and shall be watered once per month at the rate of five gallons per shrub for the months November through April of the 12-month period following planting.

Willow poles and other dormant pole cuttings are exempt from the above watering requirements.

**REVISION OF SECTION 214
PLANTING**

Allowable water sources will include water trucks and approved nearby hydrants. Drafting from the stream will not be allowed.

Subsection 214.05 shall include the following:

The quantity of willow cuttings will be measured by the actual number planted, complete in place and accepted

Subsection 214.06 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Live Willow Stakes	Each

**REVISION OF SECTION 216
SOIL RETENTION COVERING**

Section 216 of the Standard Specifications is hereby replaced as follows:

DESCRIPTION

216.01 This work consists of furnishing, preparing, applying, placing, and securing soil retention blankets for erosion control on roadway slopes or channels as designated in the Contract

MATERIALS

216.02 Soil retention covering shall be a soil retention blanket as specified in the Contract. All soil retention coverings shall be biodegradable. Photodegradable will not be accepted. It shall conform to the following:

- (a) *Soil Retention Blanket*. Soil retention blanket shall be composed of degradable natural fibers mechanically bound together between two slowly degrading natural fiber nettings to form a continuous matrix and shall conform to the requirements of Tables 216-1 and 216-2. The blanket shall be of consistent thickness with the fiber evenly distributed over the entire area of the mat.

When biodegradable blanket is specified, the thread shall be 100 percent biodegradable; polypropylene thread is not allowed.

Blankets and nettings shall be non-toxic to vegetation and shall not inhibit germination of native seed mix as specified in the Contract. The materials shall not be toxic or injurious to humans. Class 1 blanket shall be an extended term blanket with a typical 24-month functional longevity. Class 2 blanket shall be a long-term blanket with a typical 36-month functional longevity. The class of blanket is defined by the physical and performance characteristics.

1. *Soil Retention Blanket (Straw-Coconut) (Biodegradable)*. Soil Retention Blanket (Straw-Coconut) shall be a machine produced mat consisting of 70 percent certified weed free agricultural straw or Colorado native grass straw and 30 percent coconut fiber. The blanket shall be either biodegradable or photodegradable. Blankets shall be sewn together on a maximum 2-inch centers.

The top and bottom netting shall be 100 percent biodegradable organic jute fiber. Netting shall be constructed using a weave unattached at intersections which allows the strands of the net to move independently of each other.

**REVISION OF SECTION 216
SOIL RETENTION COVERING**

2. *Soil Retention Blanket (Coconut) (Biodegradable)*. Soil Retention Blanket (Coconut) (Biodegradable) shall be a machine produced mat consisting of 100 percent coconut fiber that is biodegradable.

The top and bottom netting shall be 100 percent biodegradable organic jute fiber. Netting shall be constructed using a weave which is unattached at the intersections, and which allows the strands of the net to move independently of each other.

**TABLE 216-1
PHYSICAL REQUIREMENTS FOR
SOIL RETENTION BLANKET – BIODEGRADABLE BLANKET**

Bio Degradable Class	Minimum Roll Width	Minimum Thickness ASTM D6525	Acceptable Matrix Fill Material	Min. Mass per Unit Area ASTM D6475	Size of Net Opening
1	6.5 ft.	250 mils	Straw/Coconut	8oz/sy	Minimum 0.50"x0.50"
					Maximum 0.50"x1.00"
2	6.5 ft.	300 mils	Coconut*	8oz/sy	Minimum 0.50"x0.5"
					Maximum 0.5"x1.00"

*Minimum Open Area, 36%

**TABLE 216-2
PERFORMANCE REQUIREMENTS FOR
SOIL RETENTION BLANKET – BIODEGRADABLE BLANKET**

Biodegradable Class	Slope Application "C" Factor ¹ ASTM D6459	Minimum Tensile Strength MD ² ASTM D6818	Minimum Tensile Strength ASTM D4595
1	<0.1 at 3:1	8.33 lbs/in	
2	<0.1 at 3:1	10.42 lb/in	1968 lb/ft

1. "C" Factor is calculated as ratio of soil loss from soil retention blanket protected slope (tested as specified or greater gradient, 3H:1V) to ratio of soil loss from unprotected (control) plot in large-scale testing.
2. MD is for machine direction testing (along the length of the roll).

**REVISION OF SECTION 216
SOIL RETENTION COVERING**

Blankets shall be tested for physical properties and have published data from an independent testing facility.

Large scale testing of Slope Erosion Protection (“C” factor) shall be performed by an independent testing facility.

- (b) *Staples.* Staples shall be made of ductile steel wire, 0.165 inches in diameter, 8 inches long and have a 1-inch crown. “T” shaped staples will not be permitted.

A sample of the staples and a Certificate of Compliance (COC) including the manufacturer's product data showing that the product meets the Contract requirements shall be submitted for approval at the Environmental Pre-construction Conference. Installation of the blanket will not begin until approval has been received from the Engineer in writing.

- (c) *Earth Anchors.* The mechanical earth anchor shall be composed of a load bearing face plate, a tendon rod or wire rope, and a locking head or percussion anchor. Each element of the anchor shall be composed of corrosion resistant materials. The anchor and wire rope shall have a breaking strength of 9,500 pounds utilizing standard tensile testing and ASTM A1007-07. The anchor shall have a minimum 1,000 pounds ultimate holding strength in normal soil and a manufacturer’s recommended minimum driven depth of 3.5 feet.

A sample of the anchors and a Certificate of Compliance (COC) including the manufacturer's product data showing that the product meets the Contract requirements shall be submitted for approval at the Environmental Pre-construction Conference. Installation of the blanket will not begin until approval has been received from the Engineer in writing.

CONSTRUCTION REQUIREMENTS

216.03 The Contractor shall install soil retention coverings in accordance with Standard Plan M-216-1 and the following procedure:

- (1) Prepare soil in accordance with subsection 212.06(a).
- (2) Apply topsoil or soil conditioning as directed in the Contract to prepare seed bed.
- (3) Place seed in accordance with the Contract.
- (4) Unroll the covering parallel to the primary direction of flow.

**REVISION OF SECTION 216
SOIL RETENTION COVERING**

- (5) Ensure that the covering maintains direct contact with the soil surface over the entirety of the installation area.
- (6) Do not stretch the material or allow it to bridge over surface inconsistencies.
- (7) Staple the covering to the soil such that each staple is flush with the underlying soil.
- (8) Ensure that staples or earth anchors are installed full depth to resist pull out. No bent over staples will be allowed. Install anchor trenches, seams, and terminal ends as shown on the plans.

216.04 Slope Application. Soil retention coverings shall be installed on slopes as follows: The upslope end shall be buried in a trench 3 feet beyond the crest of the slope if possible. Trench depth shall be a minimum of six inches unless required by the manufacture to be deeper. Before backfilling begins, staples shall be placed across the width of the trench. The trench shall then be backfilled to grade with soil amended with soil conditioning or topsoil, compacted by foot tamping, and seeded. Fabric shall be brought back over trench and secured with staples or earth anchors at one foot on center.

There shall be an overlap wherever one roll of fabric ends, and another begins with the uphill covering placed on top of the downhill covering. Staples shall be installed in the overlap.

There shall be an overlap wherever two widths of covering are applied side by side. Staples shall be installed in the overlap.

Staple checks shall be installed on the slope length at a maximum of every 35 feet. Each staple check shall consist of two rows of staggered staples.

The down slope end shall be buried in a trench 3 feet beyond the toe of slope. Before backfilling begins, staples shall be placed across the width of the trench. The trench shall then be backfilled to grade with soil amended with soil conditioning or topsoil, compacted by foot tamping and seeded. Fabric shall be brought back over the trench and secured with staples or earth anchors. If a slope runs into State waters or cannot be extended 3 feet beyond the toe of slope, the end of covering shall be secured using a staple check as described above.

Coverings shall be securely fastened to the soil by installing staples or earth anchors at the minimum rate shown on the Standard Plan M-216-1. Staple or earth anchor spacing shall be reduced where required due to soil type or steepness of slope.

**REVISION OF SECTION 216
SOIL RETENTION COVERING**

216.05 Channel Application. Soil retention coverings shall be installed as follows on a channel application:

Coverings shall be anchored at the beginning and end of the channel across its entire width by burying the end in a trench. Trench depth shall be a minimum of 6 inches, unless a larger depth is specified by the manufacturer's recommendations. Before backfilling begins, staples shall be placed across the width of the trench. The trench shall then be backfilled to grade with soil amended with soil conditioning or topsoil and compacted by foot tamping and seeded. Fabric shall be brought back over the trench and stapled.

Covering shall be unrolled in the direction of flow and placed in the bottom of the channel first. Seams shall not be placed down the center of the channel bottom or in areas of concentrated flows when placing rolls side by side.

There shall be an overlap wherever one roll of covering ends and another begins with the upstream covering placed on top of the downstream covering. Two rows of staggered staples shall be placed.

There shall be an overlap wherever two widths of covering are applied side by side. Staples shall be placed in the overlap.

The covering shall have a channel check slot every 30 feet along the gradient of the flowline. Check slots shall extend the entire width of the channel. The covering shall be buried in a trench. Before backfilling begins, staples shall be placed across the width of the trench. The trench shall then be backfilled to grade with soil amended with soil conditioning or topsoil, compacted by foot tamping, and seeded. Fabric shall be brought back over the trench and continued down the channel.

Coverings shall be securely fastened to the soil by installing staples at the minimum rate shown on the plans. Staple spacing shall be reduced where needed due to soil type or high flows.

216.06 Maintenance. The Contractor shall maintain the soil retention coverings until all work on the Contract has been completed and accepted. Maintenance shall consist of the repair of areas where damage is due to the Contractor's operations. Maintenance shall be performed at the Contractor's expense. Repair of those areas damaged by causes not attributable to the Contractor's operations shall be repaired by the Contractor and will be paid for at the contract unit price. Areas shall be repaired to reestablish the condition and grade of the soil and seeding prior to application of the covering.

**REVISION OF SECTION 216
SOIL RETENTION COVERING**

METHOD OF MEASUREMENT

216.07 Soil retention coverings, including staples, complete in place and accepted, will be measured by the square yard of finished surface, excluding overlap, which is installed and accepted. Earth anchors will be measured by the actual number of earth anchors complete in place and accepted.

BASIS OF PAYMENT

216.08 The accepted quantities of soil retention coverings will be paid for at the contract unit price per square yard. The accepted quantities of earth anchors will be paid for at the contract unit price for each installed.

Payment will be made under:

Pay Item	Pay Unit
Soil Retention Blanket (Straw-Coconut) (Biodegradable Class 1)	Square Yard
Soil Retention Blanket (Coconut) (Biodegradable Class 2)	Square Yard

**ADDITION OF SECTION 218
NOXIOUS WEED MANAGEMENT**

Section 218 is hereby added to the Standard Specifications as follows:

DESCRIPTION

218.01 This work includes the prevention, control, and monitoring of noxious weeds using all methods that are available for the targeted weed species. Contractor or persons familiar with invasive plant identification, shall survey limits of construction prior to commencing work.

Noxious weed management will include the prevention and control of noxious weeds identified in the project area. Effective noxious weed management procedures shall use a combination of the four basic methods: chemical (herbicide), mechanical, cultural, or biological techniques, including prevention and monitoring.

Many of the species listed can be eradicated using hand tools and mechanical means. If required due to rhizomatous growth type and/or extent of invasive plant patch, use herbicides and associated chemical compounds that include a GLYPHOSATE (Rodeo), or other herbicide approved by Boulder County.

The Contractor shall control and prevent the spread of noxious weeds throughout construction to comply with Title CRS § 35-5.5, Colorado Noxious Weed Act.

Prior to starting the Work, Contractor shall submit a proposed invasive species treatment schedule, including specific sequence and timing of control techniques, to Boulder County for review. Do not perform any Work until the schedule is approved by Boulder County.

Perform treatment in accordance with Colorado and Federal regulations. Provide the Engineer with a current Commercial/Professional Applicator license upon request.

MATERIALS

218.02 The material for Noxious Weed Management, other than chemical (herbicide) shall conform to the following:

- (a) *Mechanical Control.* Mechanical control shall consist of mowing and brush cutting, hand pulling, blading, grubbing, and the use of hand operated tools, such as power weeders, string trimmers, chain saws, brushhooks, or heavy equipment. Engineer or Owner shall approve any planned mowing.

**SECTION 218
NOXIOUS WEED MANAGEMENT**

- (b) *Cultural Control.* Cultural control to enhance the vigor of desirable plants shall consist of native seeding and plantings using the appropriate project seed mix(es), mulching, as appropriate and in accordance with CDOT Standard Specifications, Sections 212, 213, 214, 216, and as shown on the plans.
- (c) *Biological Control.* Biological control shall consist of the use of approved living organisms (insects, animals, or pathogens) with assistance provided by the Colorado Department of Agriculture’s Division of Plant Industry or Colorado State University Cooperative Extension.
- (d) *Chemical Control.* Herbicide product(s) and quantity shall be selected by the Contractor’s Qualified Supervisor. The qualified supervisor shall always be present when herbicide is applied and must be approved by the Engineer. Use only an aquatic Glyphosate – based herbicide within 35 feet of waterways.

CONSTRUCTION REQUIREMENTS

218.03 Prior to starting the Work, submit a proposed invasive species treatment schedule, including specific sequence and timing of control techniques, for review. Do not perform any Work until the schedule is approved by the Engineer. Herbicide application will be considered a last resort and authorized upon consultation with the Engineer. Table 218-1 lists the known primary invasive plant species requiring treatment.

**TABLE 218-1
PRIMARY KNOWN INVASIVE PLANT SPECIES REQUIRING TREATMENT**

Common teasel	<i>Dipsacus fullomun</i>	B
Canada thistle	<i>Cirsium arvense</i>	B
Russian olive	<i>Elaeagnus angustifolia</i>	B
Scotch thistle	<i>Onopordum acanthium</i>	B
Musk thistle	<i>Carduus nutans</i>	B
Bull thistle	<i>Cisium vulgare</i>	B
Common mullein	<i>Verbascum Thapsus</i>	C
Diffuse knapweed	<i>Centaurea diffusa</i>	B
Moth mullein	<i>Verbascum blattaria</i>	B
Sulfur cinquefoil	<i>Potentilla recta</i>	B

**SECTION 218
NOXIOUS WEED MANAGEMENT**

Noxious weed plants and plant parts, including seed heads, that have been mechanically removed, shall be placed in appropriate bags or other suitable containers that can be tightly closed or sealed and shall be disposed of at a solid waste disposal facility. Topsoil infested with List A and List B noxious weeds shall be disposed of at a solid waste disposal facility.

Noxious weed management, after earthwork operations and stabilizing has been completed, shall not result in non-target injury. Any non-target injury shall be reseeded and re-mulched in accordance with Section 212 and 213 at no cost to the project.

Weed management practices for staging areas are to be approved by the Engineer prior to their construction. Project stage areas will be cleared of noxious weeds prior to mobilizing construction equipment. Weed infested staging areas shall be mowed and cleared of noxious weeds as described in the plans.

Contractor shall follow all label directions for herbicide applications. In addition to label directions, extra precaution shall be taken by the supervisor and applicators to prevent drift and harm to non-target aquatic organisms, such as fish and aquatic insects, and aquatic vegetation in surface water. Do not apply herbicide during precipitation or when precipitation is forecasted within 24 hours of expected application, or in winds exceeding five miles per hour.

METHOD OF MEASUREMENT

218.04 Noxious Weed Management will not be measured separately but will be paid for on an hourly, acre or lump sum basis. The price will be full compensation for all work, material, equipment and personnel required to complete the item. Herbicide treatment will be paid for in accordance with Section 217. Stripping of topsoil infested with noxious weeds will be paid for in accordance to Section 207. Solid waste disposal shall be paid for in accordance to Section 250. Mechanical, cultural, chemical, or biological removal of noxious weeds will not be measured but shall be included in the work.

**SECTION 218
NOXIOUS WEED MANAGEMENT**

BASIS OF PAYMENT

218.05 The accepted quantities will be paid for at the contract unit price per hour, acre or lump sum.

Payment will be made under:

Pay Item	Pay Unit
Noxious Weed Management	Lump Sum
Noxious Weed Management	Hour
Noxious Weed Management	Square Yard

**ADDITION OF SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST**

Section 240 is hereby added to the Standard Specifications for this project as follows:

DESCRIPTION

240.01 This work consists of protecting migratory birds during construction.

MATERIALS AND CONSTRUCTION REQUIREMENTS

240.02 The Contractor shall schedule clearing and grubbing operations and work on structures to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall retain a qualified wildlife biologist for this project. The wildlife biologist shall have a minimum of three years of experience conducting migratory bird surveys and implementing the requirements of the MBTA. The Contractor shall submit documentation of the biologist's education and experience to the Engineer for acceptance. A biologist with less experience may be used by the Contractor subject to the approval of the Engineer based on review of the biologist's qualifications.

The wildlife biologist shall record the location of each protected nest, bird species, the protection method used, and the date installed. A copy of these records shall be submitted to the Engineer.

(a) *Vegetation Removal.* When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the work limits for active migratory bird nests. The Contractor's wildlife biologist shall also survey for active migratory bird nests within 50 feet outside work limits. Contractor personnel shall enter areas outside the right of way only if a written, signed document granting permission to enter the property has been obtained from the property owner. The Contractor shall document all denials of permission to enter property. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the work as follows:

**ADDITION OF SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST**

- (1) *Tree and Shrub Removal or Trimming.* Tree and shrub removal or trimming shall occur before April 1 or after August 31 if possible. If tree and shrub removal or trimming will occur between April 1 and August 31, a survey for active nests shall be conducted by the wildlife biologist within the seven days immediately prior to the beginning of work in each area of tree and shrub removal or trimming. The survey shall be conducted for each phase of tree and shrub removal or trimming.

If an active nest containing eggs or young birds is found, the tree or shrub containing the active nest shall remain undisturbed and protected until the nest becomes inactive. The nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. This buffer dimension may be changed if determined appropriate by the wildlife biologist and approved by the Engineer. Work shall not proceed within the fenced buffer area until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

- (2) *Grasses and Other Vegetation Management.* Due to the potential for encountering ground nesting birds' habitat, if work occurs between April 1 and August 31, the area shall be surveyed by a wildlife biologist within the seven days immediately prior to ground disturbing activities.

The undisturbed ground cover to 50 feet beyond the planned disturbance, or to the right of way line, whichever is less, shall be maintained at a height of 6 inches or less beginning April 1 and continuing until August 31 or until the end of ground disturbance work, whichever comes first.

If birds establish a nest within the survey area, an appropriate buffer of 50 feet will be established around the nest by the Owner's biologist. This buffer dimension may be changed if determined appropriate by the Owner's biologist and approved by the Engineer. The Contractor shall install fence (plastic) at the perimeter of the buffer. Work shall not proceed within the buffer until the young have fledged or the nests have become inactive.

ADDITION OF SECTION 240

PROTECTION OF MIGRATORY BIRDS BIOLOGICAL WORK PERFORMED BY THE OWNER

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

The wildlife biologist shall conduct raptor nest surveys within 0.5 mile of the construction site prior to the start of construction and prior to each construction phase. This survey can be done with binoculars. If construction activities are located within the Colorado Division of Wildlife (CDOW) recommended buffer zone for specific raptors, "NO WORK" zones shall be established around active sites during construction according to the CDOW standards or as recommended by the wildlife biologist in consultation with the CDOW. The "NO WORK" zone shall be marked with either fencing or signing. Work shall not proceed within a "NO WORK" zone until the wildlife biologist has determined that the young have fledged, or the nest is unoccupied.

- (b) *Work on structures.* The Contractor shall prosecute work on structures in a manner that does not result in a taking of migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall not prosecute the work on structures during the primary breeding season, April 1 through August 31, unless he takes the following actions:
- (1) The Contractor shall remove existing nests prior to April 1. If the Contract is not awarded prior to April 1 and CDOT has removed existing nests, then the monitoring of nest building shall become the Contractor's responsibility upon Notice to Proceed.
 - (2) During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the Contractor shall monitor the structures at least once every three days for any nesting activity.
 - (3) If the birds have started to build any nests, they shall be removed before the nest is completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.
 - (4) Installation of netting may be used to prevent nest building. The netting shall be monitored and repaired or replaced as needed. Netting shall consist of a mesh with openings that are $\frac{3}{4}$ inch by $\frac{3}{4}$ inch or less.

**ADDITION OF SECTION 240
PROTECTION OF MIGRATORY BIRDS BIOLOGICAL WORK PERFORMED BY THE OWNER**

If an active nest become established, i.e., there are eggs or young in the nest, all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied as determined by the wildlife biologist and approved by the Engineer. The Contractor shall prevent construction activity from displacing birds after they have laid their eggs and before the young have fledged.

If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, the Contractor shall remove and properly dispose of netting used on the structure.

METHOD OF MEASUREMENT

240.03 Wildlife Biologist will be measured by the actual authorized number of hours a wildlife biologist is on site performing the required tasks.

Removal of nests will be measured by the actual number of man-hours spent removing inactive nests just prior to and during the breeding season, April 1 through August 31. During this period, the Contractor shall submit to the Engineer each week for approval a list of the workers who removed nests and the number of hours each one spent removing nests.

Netting will be measured by the square yard of material placed to keep birds from nesting on the structure. Square yards will be calculated using the length of netting measured where it is attached to the ground and the average height of the netting where it is attached to the structure.

BASIS OF PAYMENT

240.04 The accepted quantities measured as provided above will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Wildlife Biologist	Hour
Removal of Nests	Hour
Netting	Square Yard

**ADDITION OF SECTION 240
PROTECTION OF MIGRATORY BIRDS BIOLOGICAL WORK PERFORMED BY THE OWNER**

Payment for Wildlife Biologist will be full compensation for all work and materials required to complete the item, including wildlife biologist, wildlife survey, and documentation (record of nest location and protection method).

Payment for Removal of Nests will be full compensation for all work and material required to complete the work.

Payment for netting will be full compensation for all work and material required to complete the item. Overlaps of netting will not be measured and paid for separately but shall be included in the work. Maintenance and replacement, removal, and disposal of netting will not be measured and paid for separately but shall be included in the work.

Clearing and grubbing will be measured and paid for in accordance with Section 201. Mowing will not be measured and paid for separately but shall be included in the work.

Removal and trimming of trees will be measured and paid for in accordance with Section 202.

Fence (Plastic) will be measured and paid for in accordance with Section 607.

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Subsection 630.09 shall include the following:

The Contractor and the subcontractors shall equip their construction vehicles with flashing amber lights or as directed by the Engineer.

Subsection 630.11 shall include the following:

The Contractor's Superintendent and Traffic Control Supervisor (TCS) shall always be equipped with a mobile telephone unit that has a local number for contact with one another, the Engineer, or emergency response dispatchers when emergency services are required. The TCS shall make immediate contact with emergency personnel as required to assist accident victims, expedite the removal of broken-down vehicles, and maintain the smooth flow of traffic. This shall not be paid for separately but shall be included in the work items under Section 630.

Subsection 630.14 shall include the following:

All flagging personnel used on the project shall be certified for traffic control operations.

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Subsection 630.17 shall include the following:

Payment will be made under:

Pay Item	Unit
Flagging	Hour
Traffic Control Inspection	Day
Traffic Control Management	Day
Barricade (Type 3 M-A) (Temporary)	Each
Construction Traffic Sign (Panel Size A)	Each
Construction Traffic Sign (Panel Size B)	Each
Portable Message Sign Panel	Day
Drum Channeling Device	Each
Traffic Cone	Each
Tubular Marker	Each

TRAFFIC CONTROL PLAN - GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a).

The components of the TCP for this project are included in the following:

- (a) Subsection 104.04 and Section 630 of the specifications,
- (b) Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2, and
- (c) Manual of Traffic Control Devices (MUTCD).

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

Special Traffic Control Plan requirements for this project are as follows:

- (a) During the construction of this project, traffic shall use the present traveled roadway unless identified on the plans or approved by the Engineer.
- (b) The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless approved by the Engineer.
- (c) Only one lane may be closed to traffic at any time unless approved by the Engineer. Traffic shall not be delayed for more than 10 minutes or as directed by the Engineer.
- (d) The Contractor shall not perform any work requiring lane closure on the roadway between the hours of 7:00 A.M. and 8:15 A.M. and between 4:00 P.M. and 6:00 P.M. or as directed.
- (e) The Contractor shall submit to the County Traffic Engineer a method of handling vehicular traffic (MHT) for approval at least 10 working days prior to each construction phase, prior to changes in traffic control and or prior to start of any construction. Contractor shall obtain any necessary permits required from other agencies.
- (f) Access to residents' and properties shall always be maintained.
- (g) At least one week prior to starting construction, the Contractor shall notify the Engineer of the date the Contractor intends to start construction.
- (h) All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

SAMPLE CONTINUING SERVICES CONTRACT

THIS CONTINUING SERVICES CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: County will assign work on a project-by-project basis. County may enter into continuing services contracts with other contractors who will compete with Contractor to receive individual projects. Contractor will only be paid for projects awarded to Contractor through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. **Contractor acknowledges that a continuing service contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary, Contract Documents**, and the project-specific documents mutually agreed upon in writing (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay the **Contract Amount** to Contractor in accordance with the **Contract Documents** and mutually agreed upon project-specific documents.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted by County to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including 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 Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will 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 concerning discrimination and unfair employment practices. 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. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full Contract Term. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. 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, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or

in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents** or the project-specific documents, the terms of the main body of the Contract will control.

30. 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.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary Department and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle

construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability** - REQUIRED

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.

ii. **Automobile Liability** - REQUIRED

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.

iii. **Workers' Compensation and Employer's Liability** - REQUIRED

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.

iv. **Umbrella / Excess Insurance** – MAY BE REQUIRED

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

v. **Professional Liability (Errors and Omissions)** - MAY BE REQUIRED

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.

vi. **Pollution Liability** - MAY BE REQUIRED

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy 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. County shall be named as an additional insured for ongoing operations and completed operations.

b. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this 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.*

c. **Notice of Cancellation:** Each insurance policy required by 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, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. **Insurance Obligations of County:** County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

e. **Deductible:** Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. **Primacy of Coverage:** Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

g. **Subrogation Waiver:** All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

[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.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
<i>↓↓ For Board-signed documents only ↓↓</i>			
Attest Signature:		<i>Initial</i>	
Attestor Name:			
Attestor Title:			