



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

**SOLICITATION OF QUALIFICATIONS**  
**COVER PAGE**

---

SOQ Number: **7200-21**

SOQ Title: **Fencing Projects on Open Space Lands**

Pre-Proposal Meeting: N/A

SOQ Questions Due: Friday, January 15, 2021 – 2:00 p.m.

Submittal Due Date: **Monday, January 25, 2021 – 2:00 p.m.**

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

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Signature Page
- Attachment A: Sample Contract



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

## **PROPOSAL INSTRUCTIONS**

---

### **BACKGROUND:**

The Boulder County Parks and Open Space Department (BCPOS) is soliciting proposals from qualified contractors for fencing installation projects on Boulder County Open Space Lands across various terrains on the Plains and mountain range. The purpose of this solicitation is to prepare a pre-qualified list of fencing Contractors to work on a project-by-project basis installing or repairing fencing. It is anticipated that qualified contractors will be asked on an as-needed basis to visit Boulder County sites and submit competitive quotes for projects.

The selected contractor(s) will be required to enter into a Continuing Services Contract, for the current year with an option to renew, in writing, for four (4) additional years. The Contractor acknowledges that a Contract does not constitute a guarantee that Contractor will receive any Projects or Work of any kind under this Contract, if selected, and in such event, Contractor would not receive any payment from County. Solicitations will be evaluated based on previous experience and familiarity of fencing products.

### **CONTRACT LANGUAGE:**

The County is seeking qualified contractors to retain for future projects of the discipline as described above.

The successful proposers will be required to enter into a Contract for Services beginning in January 2021 and meet all insurance requirements as required prior to any work beginning. The County retains the right to select more than one contractor. The selected contractor(s) will be required to enter into a Continuing Services Contract, for the current year with an option to renew, in writing, for four (4) additional years. The Contractor acknowledges that a Contract does not constitute a guarantee that Contractor will receive any Projects or Work of any kind under this Contract, if selected, and in such event, Contractor would not receive any payment from County. Projects will be awarded, on a Project-by-Project basis. Each Project will include a separate Scope of Work and proposals will be solicited from the approved contractor list compiled from this solicitation.

Proposers should list the Boulder County and Colorado professional and/or contractor licenses held by the company and the key personnel who will be assigned to County awarded projects. Proposers are to provide the license number and explain if held by an individual or the company. All workers shall be certified by the County and/or the State of Colorado for these types of projects, if required. Proof of certification must be submitted for each worker in the submittal package.

The evaluation of the qualifications shall be based on the requirements described in this SOQ. All properly submitted qualifications will be reviewed, evaluated, and selected by the Evaluation Committee.

Qualification submittal information must include information regarding company fees, in detail and including personnel hourly rates, equipment, meetings, reports, administrative costs, mileage, travel, and/or other cost information relevant to do business with the County.

Boulder County reserves the right to reject submittals that do not include evidence of prior experience and current capabilities, including manpower and equipment, necessary to provide the required services and to successfully complete this type of work.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this SOQ.

Additionally, the Contractor is aware all insurance requirements, as stated, are required to be active for the duration of the contract, or as otherwise stated, whether Projects or Work are awarded from the County.

**PRE-PROPOSAL MEETING:**

A Pre-proposal meeting will NOT be held for this Project.

**ATTACHMENTS:**

The following documents are part of this SOQ:

1. Attachment A: Sample Contract

**WRITTEN INQUIRIES:**

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **Friday, January 15, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **Wednesday, January 20, 2021**.

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

**SUBMITTAL INSTRUCTIONS:**

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on Monday, January 25, 2021**.

**Please note that emails are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

Email [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **SOQ # 7200-21** in the subject line.

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.



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

## **TERMS AND CONDITIONS**

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the 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/>.



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

## **SPECIFICATIONS**

### **SPECIFICATIONS:**

The outlined specifications are not all inclusive. There may be a fence installation or repair that requires modifications to the below specifications. Those specifications will be outlined in any future requests for proposals or bids.

#### **Five Strand Barbed Wire Fence:**

All zinc-coated steel wire will be 12 ½ gauge with class 1 coating. All staples, nails and brace pins will be galvanized. The fence will consist of five strands of barbed wire; the top wire at 48", the bottom wire at 12" and the middle three strands equally spaced between the top and bottom wires. No stays are required.

Metal posts shall be standard "Studded Tee" and 6' long. All "T" line posts are to be sunk to top of spade and spaced at approximately 12' intervals.

All other posts shall be round wooden posts treated with alkaline copper quaternary (ACQ) unless otherwise specified. Treatment on all posts shall be dry before delivery to the job site. Length and diameter, measured at the smaller end of the post, is as follows;

Wood line posts are to have a minimum diameter of 5", be 6 ½' long and be buried or driven to a depth of at least 30". Line posts are to be spaced at approximately 96' intervals.

Brace posts are to have a minimum diameter of 6", be 8' long and be buried or driven to a depth of at least 42". If not driven, all wood corner and "H" brace posts are to be concreted using five sack concrete mix only, no post mix and allowed to cure 48 hours before wire is attached.

Brace rails are to have a minimum diameter of 4" and be 8' long. Braces are to be single span. Each brace assembly shall use a minimum of two wraps of HTF or 9-gauge smooth wire, as the wire diagonal. All wire terminations will be double wrapped at wood posts. Wire will be cut and terminated at corner posts, not run continuously through the corner assembly.

Gates are to be extra heavy duty, six (6) rail, 2" diameter, 16-gauge steel tubing and painted green. (Gates are normally hung on braces which are priced separately).

#### **Five Strand High Tensile Fencing:**

All high tensile fencing shall be constructed with 12 ½ gage steel wire, with Type III (Class A) galvanizing and a minimum breaking strength of 1,800 pounds, or 200,000 psi.

Staples shall be 9-gauge Type III galvanized wire and 2" long.

Steel dowels, for construction of end and corner assemblies, shall be 3/8" carbon steel rods, 5" and 10" long.

Pressure treated wood shall be 1 1/2" x 2" multi-grooved wood, with groove spacing 1" apart and attached with galvanized spacer clips.

All posts shall be round wooden posts treated with alkaline copper quaternary (ACQ) unless otherwise specified. Treatment on all posts shall be dry before delivery to the job site. Length and diameter, measured at smaller end of post, is as follows:

Line posts shall be 6 1/2' long by 5" diameter, except on curves, dips and rises where 8' long line posts shall be used. Line posts that are 6 1/2' shall be driven to a depth of 30". Line posts that are 8' long shall be driven to a depth of 48".

Double H brace posts shall be 8' long, 6" diameter at the far end, 5" diameter in the middle and 4" diameter at the fence end and driven to a depth of 48".

Double Corner brace posts shall be 8' long, 6" diameter at the corner, 5" diameter in the middle and 4" diameter on the outer side and driven to a depth of 48".

Top Brace Posts shall be 8' long by 4" diameter.

Gates are to be extra heavy duty, six (6) rail, 2" diameter, 16-gauge steel tubing, and painted green. (Gates are normally hung on braces which are priced separately)

HTF Five Strand Construction Standards:

All posts shall be driven only, without pre-drilling, unless authorization is given specifically by Boulder County to drill. Line posts shall be spaced every 60', with three (3) equally spaced droppers between line posts.

Each wire shall be single stapled to each line post, with the exception of dip, rise and curve posts where double stapling shall be used. The top wire shall be at a height of 48", with wire heights in inches, from the ground up, at 16", 24", 32" and 40". Minimum wire tension shall be 250 pounds. There shall be one in line wire strainer per 4,000 linear feet on a straight line fence over level terrain. Permanent in line strainers shall be in line ratchet type for each wire and include a handle which will be provided to the owner. Tension indicator springs shall be hot dipped, galvanized or electroplated to deter rust. Springs shall be placed on one (1) wire in each straight section of fence, to be used as a standard for tightening other wires. However, Boulder County may specify additional strainers, depending upon the number of corner assemblies and curves. Wires shall be fastened at end posts with two (2) crimped nickel pressed sleeves. Any wire splices shall be done with three (3) crimped nickel pressed sleeves. Knots shall not be used. There shall be one (1) ground rod per 150' in dry soil and one (1) ground rod per 300' in wet soil.

Five Strand Construction standards for End, Corner and Gate Brace Assemblies:



All assemblies shall be double braced. End braces shall be 8' long by 6" diameter, 5" diameter and 4" diameter, driven to a depth of 48". Comer braces shall be 8' long by 6" diameter at the comer, 5" diameter in the middle, 4" diameter at the fence end. Horizontal braces shall be 8' long by 4" diameter. The horizontal brace shall be pinned to the comer post with a 5" long galvanized steel dowel. Pinning to the brace posts shall be with 10" long dowels. At least two (2) wraps of wire shall be used for each section of end, comer, or gate assemblies. Wire shall be tensioned with a chain link HTF fence stretcher and fastened with two (2) crimped nickel pressed sleeves. On fences over 600' long, strainers should be installed at midpoint in the fence. If the fence has curves, comers, rises, or dips, strainers should be installed in the section of fence where these instances most frequently occur.

Maximum length of wire, per in line strainer on level terrain:

<u>Type of Fence Line</u>	<u>Wire Length/Strainer (Feet)</u>
Straight	5,000
One – 90-degree comer	3,000
Two – 90-degree comers	2,000
Three – 90-degree comers	1,500
Four – 90-degree comers	1,200

For uneven terrain, reduce the distances by 500' for each major rise or dip. Do not place strainers immediately next to rise or dip posts, nor between any two (2) posts within a comer or curve. Place in-line strainers in the same direction on each individual wire. After all posts are stapled, return to the strainers and tension each wire to 250 pounds or equal to 2" of compression of the spring.

Nine Strand High Tensile Fencing:

All high-tensile fencing shall be constructed with 12 ½" gauge steel wire with Type III (Class A) galvanizing and a minimum breaking strength of 1,800 pounds or 200,000 psi.

Staples shall be 9-gauge Type III galvanized wire, 2" long.

Steel dowels, for construction of end and comer assemblies, shall be 3/8" carbon steel rods, 5" and 10" long.

Droppers and Clips shall be pressure treated wood, 1 ½" x 2" multi-grooved wood, with groove spacing 1" apart and attached with galvanized spacer clips.

All posts shall be round wooden posts treated with alkaline copper quaternary (ACQ) unless otherwise specified. Treatment on all posts shall be dry before delivery to the job site. Length and diameter, measured at smaller end of post is as follows:

Line posts shall be 6 ½' long by 5" diameter, except on curves, dips and rises where 8' long line posts shall be used. Line posts that are 6 ½' shall be driven to a depth of 30". Line posts that are 8' long shall be driven to a depth of 48".

Double H brace posts shall be 8' long, 6" diameter at the far end, 5" diameter in the middle, 4" diameter at the fence end and driven to a depth of 48".

Double corner brace posts shall be 8' long, 6" diameter at the corner, 5" diameter in the middle, 4" diameter at the outer side and driven to a depth of 48".

Top Brace Posts shall be 8' long by 4" diameter.

Gates are to be extra heavy duty, six (6) rail, 2" diameter, 16-gauge steel tubing and painted green. (Gates are normally hung on braces which are priced separately)

HTF Nine Strand Construction Standards:

All posts shall be driven only, without pre-drilling, unless authorization is given specifically by Boulder County to drill. Line posts shall be spaced every 60', with three (3) equally spaced droppers between line posts.

Each wire shall be single stapled to each line post, with the exception of dip, rise and curve posts where double stapling shall be used. The top wire shall be at a height of 48", with wire heights in inches, from the ground up, at 16", 20", 24", 28", 32", 36", 40" and 44". Minimum wire tension shall be 250 pounds. There shall be one (1) in line wire strainer, per 4,000 linear feet on a straight line fence over level terrain. Permanent in line strainers shall be in line ratchet-type for each wire and include a handle which will be provided to the fence owner. Tension indicator springs shall be hot dipped, galvanized or electroplated to deter rust. Springs shall be placed on one (1) wire in each straight section of fence, to be used as a standard for tightening other wires. However, Boulder County may specify additional strainers, depending upon the number of corner assemblies and curves. Wires shall be fastened at the end posts with two (2) crimped nickel pressed sleeves. Any wire splices shall be done with three (3) crimped nickel pressed sleeves. Knots shall not be used. There shall be one (1) ground rod per 150' in dry soil and one (1) ground rod per 300' in wet soil.

Nine Strand Construction Standards for End, Corner and Gate Brace Assemblies:

All assemblies shall be double braced. End braces shall be 8' long by 6" diameter, 5" diameter, 4" diameter and driven to a depth of 48". Corner braces shall be 8' long by 6" diameter in the corner, 5" diameter in the middle and 4" diameter at the fence end. Horizontal braces shall be 8' long by 4" diameter. The horizontal brace shall be pinned to the corner post with a 5" long galvanized steel dowel. Pinning to the brace posts shall be with 10" long dowels.

At least two (2) wraps of wire shall be used for each section of end, corner, or gate assemblies. Wire shall be tensioned with a chain link HTF fence stretcher and fastened with two (2) crimped nickel pressed sleeves. On fences over 600' long, strainers should be installed at midpoint in the fence. If the fence has curves, corners, rises, or dips, strainers should be installed in the section of fence where these instances most frequently occur.

Maximum length of wire, per in line strainer on level terrain:

<u>Type of Fence Line</u>	<u>Wire Length/Strainer (Feet)</u>
Straight	5,000
One – 90-degree corner	3,000
Two – 90-degree corners	2,000
Three – 90-degree corners	1,500

Four – 90-degree corners

1,200

For uneven terrain, reduce the distance by 500' for each major rise or dip. Do not place strainers immediately next to rise or dip posts, nor between any two (2) posts within a corner or curve. Place in-line strainers in the same direction on each individual wire. After all posts are stapled, return to the strainers and tension each wire to 250 pounds or equal to 2" of compression of the spring.

#### Three Strand High Tensile Electric Fencing:

Three strand high tensile wires shall be spaced at 20", 30" and 40" above the ground. Wires are to be strung through 60" long, 1" diameter, fiberglass posts driven to a depth of 18". A minimum of one (1) fiberglass post is to be placed every 65' or closer as necessitated by the terrain. Wooden brace assemblies for ends and corners are to be made of ACQ pressure treated 6" diameter, 8' long posts and driven to a depth of 48", leaving 48" above ground.

All high tensile electric fencing shall be constructed with 12 ½" gauge, galvanized, high tensile wire with a minimum of 200,000 psi.

All heavy-duty fiberglass posts are to be 60" long and 1" in diameter. All holes should accommodate the wire size.

Single span brace assemblies shall be 8' x 6" .4 ACQ pressure treated wood posts and 8' x 4".4 ACQ pressure treated wood rails.

Gates are to be extra heavy duty, six (6) rail, 2" diameter, 16-gauge steel tubing, and painted green. (Gates are normally hung on braces which are priced separately).

Spring clips shall be ratchet type strainers that do not require a specialized tightening tool.

#### Field Fencing:

All zinc-coated steel wire shall be 12 ½" gauge wire with class 1 coating. All staples, nails and brace pins shall be galvanized. The fence will consist of 39" high field fence, class 1 with 8 horizontal wires and stay spacing of 6" (10 x 12 ½" gauge, 832 6) plus two (2) strands of barbed wire equally spaced for a total height of 48".

Metal posts shall be standard "Studded Tee" and 6' long. All "T" line posts are to be sunk to top of spade and spaced at approximately 12' intervals.

All other posts shall be round wooden posts treated with alkaline copper quaternary (ACQ) unless otherwise specified. Treatment on all posts shall be dry before delivery to the job site. Length and diameter, measured at smaller end of post, is as follows:

Wood line posts are to have a minimum diameter of 5", be 6 ½' long and be buried or driven to a depth of at least 30". Line posts are to be spaced at approximately 96' intervals.

Brace posts are to have a minimum diameter of 6", be 8' long and be buried or driven to a depth of at least 42". If not driven, all wood corner and "H" brace posts are to be concreted using five sack concrete mix only, no post mix and allowed to cure for 48 hours before wire is attached.

Brace rails are to have a minimum diameter of 4" and be 8' long. Braces are single span. Each brace assembly shall use a minimum of two (2) wraps of HTF or 9-gauge smooth wire as the wire diagonal. All wire terminations will be double wrapped at wood posts. Wire will be cut and terminated at corner posts, not run continuously through the corner assembly.

Gates are to be extra heavy duty, six (6) rail, 2" diameter, 16-gauge steel tubing, and painted green. (Gates are normally hung on braces which are priced separately).

**PERMITS, LICENSES, LOCATES AND CODES:**

The selected Contractor shall have full responsibility for identifying and obtaining, prior to the start of work, and for maintaining throughout the term of the Project, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work on the Project satisfy the provisions of this paragraph.

Contractor is responsible to contact and coordinate with utility companies regarding protection of existing utilities and special requirements at utility crossing locations, as well as, other conditions where work is nearby existing utilities. Contractor shall be responsible for all costs of coordination with utilities including, but not limited to: outages, protection or support and any fees for costs from the utility.

**CONTRACTOR LICENSING:**

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Community Planning and Permitting Department. Electricians and plumbers are required to be licensed through the State of Colorado and registered with the Boulder County Community Planning and Permitting Department. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado. It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

**CONFLICT OF INTEREST:**

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this SOQ may be excluded from consideration for the award of this SOQ. Additionally, any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for future Projects may be excluded from consideration for the award of those Projects.

**CHANGE ORDERS:**

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

**OVERNIGHT CAMPING:**

Boulder County prohibits any overnight camping for awarded Projects; all operational staff, including designated security staff, are not authorized to be present at Project sites from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

**HOURS OF OPERATION:**

Contractor work hours shall be designated as **Monday through Friday, 8:00 a.m. to 4:30 p.m.**; Unless specified otherwise in individual awarded Projects. Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

**PAYMENT FOR SERVICES:**

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed. Additionally, all invoices should contain the current date, invoice number, amount due and current return address. Each Project awarded will address payment criteria in each individual Scope of Work.



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

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

---

### **INSURANCE REQUIREMENTS:**

#### **Commercial General Liability**

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.

#### **Automobile Liability**

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

#### **Workers' Compensation and Employer's Liability**

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

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

#### **In regard to General Liability, Umbrella/Excess Liability, and Pollution Liability:**

**If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.**

**Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.**

**If you require a waiver of insurance requirements you may request one in your response with an explanation.**

#### **W-9 REQUIREMENT:**

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



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

## SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Name of your company / organization
	Address
	Name and Address of the Partners and Subcontractors if applicable
	Contact Person(s)
	Telephone and email contact information for contact person
	Professional certifications and/or license including copy of current Boulder County contractor’s license type
	Rate Sheet
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this SOQ. <b>Specifically list any deviations and provide justification for each deviation.</b>
	Submit three (3) references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate Sample
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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

## **EVALUATION CRITERIA**

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

- Information presented in proposal
- Ability of the vendor to provide quality and timely products and services
- Qualifications and experience of the vendor
- Reference checks
- Any other relevant and appropriate factors as determined by the county

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

<b>Description</b>	<b>Points</b>
Information presented in proposal	20
Ability of the proposer to provide quality and timely services	20
Qualifications and experience of the proposer	20
Reference Checks	20
Any other relevant and appropriate factors as determined by the county	20
<b>Total Possible</b>	<b>100</b>





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

**SIGNATURE PAGE**

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

**By signing below, I certify that:**

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

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

\_\_\_\_\_  
**Date**

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

## Continuing Services Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks and Open Space
Division/Program	Agricultural Resources
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – <i>Name, email</i>	Rosa Brohm <a href="mailto:rbrohm@bouldercounty.org">rbrohm@bouldercounty.org</a> 303-596-9112  PM NAME PM EMAIL
Invoice Contact – <i>Name, email</i>	Boulder County Parks and Open Space Department Accounts Payables <a href="mailto:pospayables@bouldercounty.org">pospayables@bouldercounty.org</a>
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
Contract Term	
Start Date	1/1/2021
Expiration Date	12/31/2021
Final End Date	12/31/2025
Contract Amount	
Contract Amount	\$100,000.00
<b>NOTE:</b> The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.	
Brief Description of Work	
<p><b>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.</b></p>	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal")	

c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work")	
d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	Yes or No
SOQ Number	
Award Date	
If no SOQ No., bid process used	Choose an item.
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	N/A
<b>Contract Notes</b>	
<i>Additional information not included above</i>	

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 Parks and Open Space ("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 for any part of the Work completed in the prior calendar month. 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**. 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 (Additional Time only): 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 by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.
7. Extension of Contract Term (Additional Time and 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 may 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 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. None of Contractor, its agents, personnel or subcontractors are employees 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

a. 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 breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, 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.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, 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.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages

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 (in addition to any other remedy provided by law or in this Contract), 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 full and final 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 fully and finally 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 may 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.): *The phrase "unauthorized worker" as used in this provision shall have the same and intended meaning as "illegal alien" as such phrase is used in 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 unauthorized worker 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 unauthorized worker 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 unauthorized worker 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 unauthorized worker, 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 unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; 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 unauthorized worker. 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 20<sup>th</sup> 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. § 24-72-200.1, 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 is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

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. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. Insurance: 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. 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.*

b. 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.

c. 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.

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

e. 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.

f. 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.

g. Requirements: 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**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000

Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

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

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

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

**[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.

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