



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

REQUEST FOR QUOTES
COVER PAGE

RFQ Number: **7211-21**

RFQ Title: **Sugarloaf Road Retaining Walls at SH119**

RFQ Questions Due: March 16, 2021 – 2:00 p.m.

Submittal Due Date: **March 26, 2021 – 2:00 p.m.**

Email Address: purchasing@bouldercounty.org

Documents included in this package:

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Please access additional files for this Request for Quotes at the following link:
<https://www.dropbox.com/sh/6b1qrpyzqpgsfzw/AACyx8rAWClpG0aE0oFi5Uia?dl=0>



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BID INSTRUCTIONS

1. Purpose/Background

Boulder County is seeking to hire a consultant firm to provide on-site construction management and inspection of the Sugarloaf Road Retaining Walls at SH119, FEMA Federal Project No. F0-S48 PDM 2018 and Boulder County Project RD-122-000. The firm that performed the design services, and any of its subconsultants will be allowed to submit proposals for this Request for Quotes (RFQ).

The project begins at the intersection of SH119 and Sugarloaf Road and ends approximately 1,950 LF from the intersection. The primary work consists of full depth asphalt replacement, storm sewer, modular block gravity retaining wall, grouted rock wall, structure excavation and rock excavation, guardrail replacement and associated signing and striping.

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

2. Written Inquiries

All inquiries regarding this RFQ will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **March 16, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **March 22, 2021**.

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 email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on March 26, 2021**.

Please note that email responses to this solicitation 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 bidder 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 **RFQ # 7211-21** in the subject line.

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

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. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder will furnish the information required in the Request for Quotes.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Quotes, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the Purchasing email address prior to the time indicated in the "Request for Quotes."
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 RFQ documents will be made by Addendum. Interpretations, corrections and changes of the RFQ documents made in any other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Bids submitted in response to this "Request for Quotes" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid and any resulting contract will be clearly

stated in the bid itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a bid, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

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. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.



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SPECIFICATIONS (SCOPE OF WORK)

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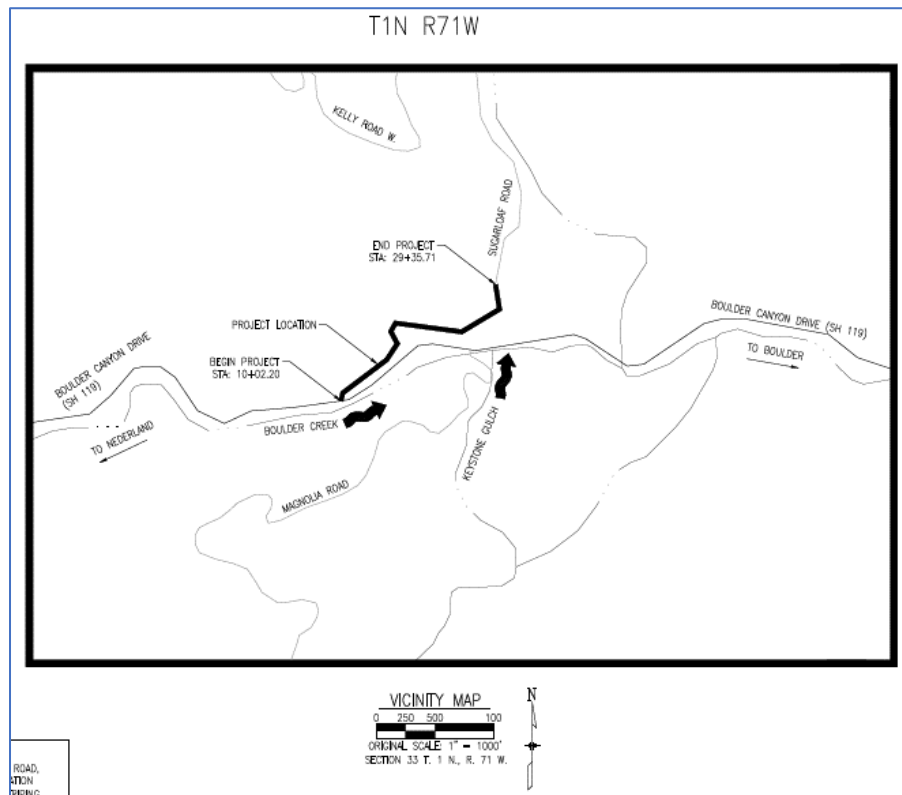
GENERAL REQUIREMENTS

Boulder County is seeking to hire a consultant firm to provide on-site construction management and inspection of the Sugarloaf Road Retaining Walls at SH119 FEMA Federal Project No. F0-S48 and Boulder County Project RD-122-000.

The firm that performed the design services, and any of its subconsultants will be allowed to submit proposals for this Request for Quotes (RFQ).

Project Description

The project begins at the intersection of SH119 and Sugarloaf Road and ends approximately 1,950 LF from the intersection. The primary work consists of full depth asphalt replacement, storm sewer, modular block gravity retaining wall, grouted rock wall, structure excavation and rock excavation, guardrail replacement and associated signing and striping.



Project Plans, Special Provisions and Reports

The following project information will be provided for all consultants to review prior to submitting their RFQ. Please access the project plans, specifications and reports at the following link.

<https://www.dropbox.com/sh/6b1qrpzqpgsfzw/AACyx8rAWClYpG0aE0ofj5Uia?dl=0>

| Name, Date | Date | Item | File Name |
|----------------|---------|--------|-------------------------------------|
| Plans | 1/13/21 | Const. | Sugarloaf~210113~Plans.pdf |
| Specifications | 2/3/21 | Const. | Sugarloaf~210302~Specifications.pdf |

| Name, Date | Date | Item | File Name |
|---|-------------------|------------|---|
| Opinion of Probable Construction Cost | 1/13/21 | OPCC | Sugarloaf~210113~OPCC.pdf |
| Project Checklist | 2/3/21 | Proj. Mgmt | Sugarloaf~21.03.02~ProjectChecklist.pdf |
| Design Record | Updated 9/3/20 | Proj. Mgmt | Sugarloaf~200903~ProjectDesignRecord.pdf |
| Subsurface Utility Engineering Plan | 4/23/20 | Report | Sugarloaf~200423~SUEPlan.pdf |
| FEMA Record of Environmental Consideration | 8/31/21 | Report | Sugarloaf~200831~FEMARECReport.pdf |
| Biological Resources Evaluation Memorandum | 2/17/17 | Report | Sugarloaf~170217~BiologicalResourceMemo.pdf |
| Biological Resources Evaluation Memorandum | 3/26/20 | Report | Sugarloaf~200326~BiologicalResourceMemo.pdf |
| Hydrology & Hydraulic Study | 3/7/17 | Report | Sugarloaf~170307~HydrologyHydraulicStudy.pdf |
| Floodplain Development Permit Submittal | 10/28/20 | Report | Sugarloaf Hydraulic Report_Final.pdf FDP Comments Sugarloaf Rd_2020-10-23.xlsx File Folder named "Shape Files" HEC-RAS_Model files are available upon request. |
| Geotechnical Evaluation | 1/23/17 | Report | Sugarloaf~170123~GeotechnicalEvaluation |
| Engineering Analysis, Existing Temporary Retaining Wall | 6/21/18 | Report | Sugarloaf~180621~ExistingWallEngineeringAnalysis.pdf |
| 2013 Flood Mitigation Sugarloaf Road Retaining Walls at S.H. 119 | 2/3/17 | Report | Sugarloaf~170203~WallSelectionMemo.pdf |
| Boulder County Floodplain Development Permit | | Permit | Will provide if obtained during review process. See Submittal documents listed in the reports for pertinent information. |
| Boulder County Stormwater Quality Permit Review Checklist (Draft) | 9/4/20 | Permit | 9/4/20: Sugarloaf~200904~SWQPChecklist.pdf |
| CDOT Special Use/Utility Permit (Draft) | | Permit | Sugarloaf~SpecialUsePermit.DRAFTcdot1233 |

Staffing Authority

Boulder County (“County”) is the project Owner with construction funding through FEMA. The construction management and inspection services task order will be between the County and the chosen consultant. The County will have one (1) Project Engineer that represents the County (“Project Engineer”) on a regular basis. The County representative (Project Engineer) during construction is Engineering Project Manager, Kristine Obendorf, P.E.

Boulder County’s Project Engineer is in direct charge of the work and is responsible for administration of the project contract. The CM&I Consultant Engineer shall report directly to the Project Engineer.

Working Hours

Full-time services are anticipated from early summer 2021 through the Fall of 2021, depending on potential adjustments to construction contract time and pre- and post-construction activities. Consultant shall anticipate a minimum of four months’ sporadic work to assist with FEMA close-out documents beyond the date issued in the Notice of Substantial Completion. Work may be required on weekends, and/or holidays. Work weeks may be in excess of or less than the standard 40-hour week. The construction period is anticipated to last for approximately 100 working days and an additional 10 continuous days to finalize punch list items.

Project Standards

Construction management, inspection and material testing shall be in accordance with the latest versions of the Boulder County Minimum Guideline for Sampling and Testing, Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, Boulder County Multimodal Transportation Standards, Standard and Project Special Provisions, applicable M&S Standards, the project plans, permits, and other documents governing the construction of the project. All applicable manuals, plans, and specifications shall be on-site with the on-site Construction Inspector.

Contract

The Construction Management and Inspection (CM&I) Consultant shall provide monthly billing reports in formats suitable to the county for all activities performed by the consultant personnel. The CM&I Consultant shall monitor the fiscal status of the contract and advise the Project Engineer of any potential for supplementing their contract. The CM&I Consultant shall bear all costs related to consultant caused delays of construction, including geotechnical and material testing, when required.

All travel time and mileage will be considered part of the work and will not be reimbursed separately.

PROJECT RESOURCES

Personnel

The requested personnel staffing for the construction management services for the project include: one (1) Consultant Project Engineer, one (1) (at a minimum) onsite Construction Inspector, one (1) Administrative Assistant (Assistant) (preferred but not necessary) and one (1) Materials Tester to be utilized on the project. If an Assistant is not provided, the Consultant must also meet the requirements for the Assistant. As appropriate, personnel shall provide a copy of certifications and/or licensing before work begins but is not required as part of the Request for Proposal. Personnel that fail to perform work in an acceptable manner shall be removed from the project when determined and directed by Boulder County. The CM&I Consultant shall assign personnel for the duration of the Contract, unless otherwise approved by the Project Engineer. All personnel shall be available to review work, resolve problems, and make decisions in a timely manner as requested by Boulder County. See Exhibit A for personnel and certification Requirements.

Vehicle

The consultant shall furnish the appropriate number of suitable vehicles equipped with appropriate safety measures (e.g. flashing amber beacon). Employees required to operate vehicles must possess and maintain a valid driver's license.

Equipment

When applicable, the project will provide field office space. The consultant shall furnish a computer with internet and loaded with MS Office and Adobe Pro software, color printer, cellular phone, calculator, safety equipment, and other miscellaneous supplies as necessary.

TASK 60 – CONSTRUCTION MANAGEMENT & INSPECTION

The consultant shall provide support to the project through assignment of personnel to perform all project management, material testing, and construction oversight and inspection responsibilities. The consultant is responsible for performing and coordinating all geotechnical and material inspection for project construction. Management and inspection responsibilities include, but are not limited to, the performance of the construction activities below. A *Project Scope Template* is included to assist in developing tasks for this project. In addition, prepare and review paperwork as described in Exhibit B, *Boulder County Construction Management Requirements for External Construction Management*.

60A. Administrative

It is expected that there will be general clerical tasks, invoicing, etc. throughout the entirety of this project. Consultants shall place tasks associated with general work to project administration. It is also expected that staff will require time to review plans, specifications and other construction documents to familiarize themselves with the project.

60B. Meetings

The CM&I Consultant is expected to attend, conduct, and prepare meeting agenda and minutes for all meetings.

| Meeting | Description |
|---------------------------------------|---|
| Pre-Construction Meeting | First construction meeting with County, material testing consultant, utility companies, contractor and sub-contractors. |
| Weekly Construction Meetings | Project weekly progress meeting with County, Contractor and others as necessary. |
| Pay Estimate Meetings | Discuss, review and approve Contractor's Monthly Pay Requests |
| SWQP Meeting(s) | County SWQP inspection with contractor at start of project to check erosion measure installation and subsequent meetings as required. |
| Safety Meetings | Contractor's weekly safety meetings with contractor |
| Traffic Control Review Meeting | Traffic Control Review with County. |
| Pre-Paving Meeting | Meeting with County, Contractor and Paving Sub-contractor prior to start of HMA placement. |
| Pre-Striping Meeting | Meeting with County (Public Works and Community Planning & Permitting), Contractor and Paving Sub-contractor prior to start of HMA placement. |

60C. Supervision of Construction

The CM&I Consultant is expected to perform all work as described in Exhibit B *Boulder County Construction Management Requirements for External Construction Management*. In addition, the team is expected to perform the scope items below that include project documentation, onsite inspection, communication, materials, environment and safety.

60C.1 Project Documentation

- Review methodology requirements.
- Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.
- Create, maintain and file Contract Modification Orders for County approval.
- Secure project documentation from the contractor, including submittals (e.g. shop drawings, material sheets) for approval by the County. Review drawings and data submitted by the construction contractor and suppliers for conformance with the intent of the specifications. Inform and obtain concurrence as needed from the Engineer and keep relative documentation for project records.
- Maintain legible daily diaries, construction documentation, inspection reports and any other pertinent forms. Maintain photo documentation. Maintain and sign daily time count. Maintain and file traffic control inspections. Maintain written documentation to support all contractor payments.
- Obtain and review personnel certifications (i.e. lab technician, scale operator, traffic inspector, flagging, erosion control).
- Obtain, Review, Approve and/or File Project Certifications/Permits (i.e. Stormwater, dewatering, 404, erosion control, certificates of compliance, scale, Buy America, material lab, materials).

60C.2 Onsite Inspection

- Initial, follow up, and final inspections of work in progress to ensure construction is completed per plans and specifications.
- Oversee the contractor's project safety management plan and monitor a safe work site.
- Perform daily quality control inspections for conformance with the contract documents. Quantities of work elements of construction will be measured and recorded to support the preparation and processing of progress pay estimates to the Contractor.
- Perform miscellaneous related duties as requested by the Engineer.
- Check that Compliance of Contractor's & Consultant's Safety Plans are being performed

60C.3 Communication

- Communicate with adjacent landowners, as required.
- Facilitate discussions between contractor and Engineer of non-compliance with the contract plans and specifications. Communicate right-of-way boundaries with contractor.
- Aid in the preparation of correspondence to the contractor, local agencies, etc.

- Aid in the preparation of correspondence to the public.

60C.4 Materials

- Coordinate and perform geotechnical and material testing in accordance with the *Boulder County Public Works Department – Engineering Division, Minimum Guideline for Sampling and Testing* (See Exhibit C) and all other applicable testing standards. (e.g. pedestrian bridges, rebar inspection, soil compaction, concrete testing).
- Maintain materials documentation, inspection reports, and payment information in a manner that allows easy access on site. Review geotechnical and material test results.
- Review final materials documentation with Boulder County.

60C.5 Environment

- Coordinate required environmental assessments and permitting with contractor activities (e.g. burrowing owls, nesting birds, flood permits, 404 permit).
- Monitor construction operations and immediately notify Boulder County immediately if contaminated material, artifacts, or nesting birds are encountered.
- Coordinate wetland mitigation placement with the county and contractor.

60C.6 Traffic Control

- Monitor the Contractor's implementation of traffic signing, barriers, and other traffic control measures
- Facilitate approval of the construction traffic control plan with County and CDOT.
- Monitor compliance with and taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with approved Method of Handling Traffic (MHT).
- Maintain oversight of construction traffic control documentation, approved plans, and traffic control supervisor's diary.

60D. Finals/Closeout

- Perform walk through of project with County and contractor for final billing. Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices.
- Obtain Final As-Constructed Plans from Contractor or Consultant.
- Conduct Final Review of Quantities, Plans and Pay Requests. Prepare final pay estimate.
- Check Final Material Documentation and Certifications. Check Final Construction Management and Inspection Documentation.
- Submit all construction documents (in electronic format and hard copy, when appropriate) to the Boulder County Project Engineer within 30 working days, if not sooner, after full project acceptance by CDOT.

EXHIBIT A – PERSONNEL REQUIREMENTS

Consultant Personnel shall meet the following requirements

Consultant Project Engineer (“Consultant”)

The Consultant Project Engineer shall be permanently assigned to the project and shall be responsible for the administration of the construction contract. The Consultant shall furnish to Boulder County, the phone number where the Consultant Project Engineer can promptly, and always, be reached during the project, unless otherwise approved by the Boulder County Project Engineer (“Engineer”).

The Consultant shall have the following qualifications:

- Sufficient education, training and experience to meet the minimum qualification comparable to a [Boulder County Engineer II](#), which includes a valid Professional Engineer’s License, and be experienced and competent in all aspects of construction within the scope of this project,
- Minimum of 15 years of experience managing construction in related road, sidewalk, street, trail or bridge projects, and
- Thorough knowledge of the use and completion of Boulder County’s Construction requirements.

The Consultant’s responsibilities may include, but are not limited to the following:

- Supporting Boulder County’s staff through management of the of the construction project,
- Certifying in writing all inspection, materials, material testing and construction management conforms to the plans, specifications and purpose of design,
- Preparing and transmitting updates of construction schedule and activities to the Engineer,
- Preparing routine correspondence to the Contractor, Boulder County, other agencies, as appropriate, etc.,
- Performing Construction Inspection responsibilities as delineated below, and
- Performing Schedule Analysis, as follows:
 - Review contractor’s accepted, as-planned schedule, schedule updates, and method statements for compliance with contract requirements,
 - Assemble and review as-built data and develop a current as-built schedule,
 - Perform a schedule delay analysis and determine amount of excusable delays,
 - Prepare schedule reports and exhibits to assist in the evaluation of schedule delays and remaining as-planned work, and
 - Provide ongoing schedule review and evaluation support through project completion.

Construction Inspector (“Inspector”)

The Inspector(s) shall be permanently assigned to the project and shall be responsible for the everyday inspection of the construction contract. The Inspector shall have the following qualifications:

- Sufficient education, training, and experience to meet the minimum qualification comparable to a [Boulder County Senior Engineering Tech](#) employee and be experienced and competent in all aspects of construction within the scope of this project,

- Minimum of 10 years of experience in inspecting construction in related road, sidewalk, street, trail or bridge projects,
- Thorough knowledge of the use and completion of Boulder County’s Construction requirements.

The Inspector’s responsibilities may include, but are not limited to, the following:

- Perform duties described in Boulder County’s Inspectors Checklists,
- Monitor and document Contractor payroll compliance,
- Participate in weekly progress meetings with contractor, sub-contractors, utilities, and other interested parties,
- Secure project documentation from the Contractor,
- Anticipate project problems and suggesting recommended solutions to the Consultant and Boulder County Engineer.
- Review drawings and data submitted by the construction contractor or suppliers for conformance with the intent of the specifications. Inform and obtain concurrence as needed from the Consultant and Boulder County Project Engineer and keep relevant documentation for project records,
- Maintain accurate notes reflecting actual construction details that can be used in preparation for as-constructed plans,
- Communicate with adjacent landowners to resolve issues that may arise due to construction, as required,
- Review the Contractor’s Method of Handling Traffic (MHT),
- Monitor compliance with and taking appropriated action to preserve safety on the project in accordance with the MHT and the Manual of Uniform Traffic Control Devices,
- Provide initial, follow-up, and final inspections of work in progress including interim and final measurements,
- Coordinate with the Tester to ensure testing requirements are met,
- Notify the Contractor, Consultant, and Engineer of non-compliance with the contract plans and specifications in a timely manner,
- Prepare inspection documentation for development of progress payments,
- Prepare standard documentation reports no later than the following Monday of the week,
- Provide liaison and communication to contractor field crews,
- Assist in preparing the as-constructed plans upon completion,
- Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices, and
- Assist in preparing responses to contractors’ and suppliers’ requests for information, submittals, change notices, claims, and correspondences.

Administrative Assistant (“Assistant”)

The administrative assistant (“Assistant”) shall have enough education, training, and experience to assist the Consultant and Inspector(s) with the project documentation including, at a minimum, payrolls, DBE paperwork, pay estimates, change modification orders and file

organization. In addition, this person shall have enough expertise in Adobe, MS Word and MS Excel.

Materials Tester

The Materials Tester (or sub-consultant) (“Tester”) shall provide testing services in accordance with the Boulder County Minimum Guideline for Sampling and Testing and all other applicable testing standards.

The Tester shall have the following minimum qualifications:

- American Concrete Institute (ACI) Level 1 testing technician
- ACI Aggregate testing technician

The Tester’s responsibilities may include, but are not limited to, the following:

- Sample, test, inspect, and document all materials generated and produced on the project. This includes: materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with Boulder County’s SCHEDULE; materials that may be added to the project through contract modification; and altered material quantities whether increased or decreased.

Certification Requirements

The following certifications or training are required as shown below. If any personnel have additional training or certifications, please include that information in the proposal (i.e. guardrail, materials, traffic control).

All Projects

Inspector shall have:

- Erosion Control Supervisor Certification
- Traffic Control Supervisor Certification (preferred)

EXHIBIT B – BOULDER COUNTY CONSTRUCTION MANAGEMENT REQUIREMENTS

Please access the editable version of the *Construction Management Requirements for External Construction Management* at the following link:

<https://www.dropbox.com/sh/6b1qrpyzqpgsfzw/AACyx8rAWClypG0aE0oFj5Uia?dl=0>



Boulder County Public Works Department

Construction Management Requirements for External Construction Management

Project Name: _____
 Consultant Project Manager: _____
 BOCO Project Manager: _____

BOCO Project No: _____
 Federal Project No. _____
 Contractor: _____

| | TASK | COMMENT | APPROVED | | |
|---------------------------|---|--|------------|------|------------|
| | | | Consultant | BOCO | Contractor |
| 1.0 ADMINISTRATIVE | | | | | |
| 1.1 | Schedule and conduct Pre-Construction meeting with agenda and notes [Project Engineer, Construction, or Consultant] | Agenda and notes by: | | | |
| 1.2 | Set up weekly progress meeting | DAY: TIME: | | | |
| 1.3 | Set up monthly pay estimate meeting | DAY: TIME: | | | |
| 1.4 | Submit all methodology requirements prior to start of work | | | | |
| 1.5 | File all APPROVED required submittals start of work/mobilization | Consultant to approve with concurrence from BOCO | | | |
| 1.6 | File all required Certificates of Compliance prior to start of work/mobilization | | | | |
| 1.7 | Submit documentation requirements for all funding sources | | | | |

2.0 SUPERVISION OF CONSTRUCTION

| | TASK | COMMENT | APPROVED | | |
|------|---|---|------------|------|------------|
| | | | Consultant | BOCO | Contractor |
| 2.1 | Set up testing schedule | As needed | | | |
| 2.2 | Obtain lab and technician(s) certification(s) | As needed | | | |
| 2.3 | Obtain and file Buy America certification(s) prior to any placement of those items on the project site. | Note to BOCO Project Manager: Check for most recent requirements prior to project advertisement | | | |
| 2.4 | Obtain and file scale Operator certification(s) | Greater than 2500 Tons or as requested | | | |
| 2.5 | Obtain and file scale certification(s) | Greater than 2500 Tons or as requested | | | |
| 2.6 | Maintain photo Documentation of Project | Must be provided in digital (e.g. jpeg) format (e.g. jpeg). File/Log shall contain picture number, time, date and location. | | | |
| 2.7 | Maintain legible Daily Diaries, Construction Documentation, Inspection Reports and any other pertinent forms. | All documentation must be available on-site and ready for review at any time | | | |
| 2.8 | Maintain and sign Daily Time Count | Contractor is required to sign the form and counts shall be recorded at the end of each week. | | | |
| 2.9 | Complete Pay Quantity Documentation (CDOT Form 266) | Forms will be reviewed bi-monthly for Pay Estimate quantification | | | |
| 2.10 | Obtain and file tickets for import materials | Acceptable format is an Xcel spreadsheet or 10 key tape. It must be checked and signed by two people, which includes the original creator of the file | | | |
| 2.11 | Create, maintain and file Contract Modification Orders use (CDOT Form 90) | Must be submitted to Boulder County for review and approval. Work cannot be completed prior to signed order. | | | |
| 2.12 | Maintain and file Traffic Control Inspections | | | | |
| 2.13 | Attend Contractor's Progress and Safety Meetings | | | | |
| 2.14 | Monitor Project Financial Status | May use CDOT Form 205 or as requested | | | |

| | TASK | COMMENT | APPROVED | | |
|------|--|--|------------|------|------------|
| | | | Consultant | BOCO | Contractor |
| 2.15 | Prepare and Submit Monthly Progress Reports | Submit to Boulder County for Review | | | |
| 2.16 | Review and Approve Contractor's Monthly Pay Requests | Submit to Boulder County for review and processing | | | |
| 2.17 | Work with Boulder County to Resolve Contractor Claims and Disputes | | | | |
| 2.18 | Communicate Public Concerns and Inquiries to Boulder County | | | | |

3.0 EROSION CONTROL

| | | | | | |
|-----|---|--|--|--|--|
| 3.1 | Keep copy of State CDPS Permit on site and in file at all times | | | | |
| 3.2 | Keep copy of County Stormwater Quality Permit on site and in file at all times | | | | |
| 3.3 | Keep copy of 404 Permit on site and in file at all times | | | | |
| 3.4 | Keep copy of De-Watering Permit on site and in file at all times | | | | |
| 3.5 | Keep copy of an updated Erosion Control Documentation on site and in file at all times. Review updates as they occur. | | | | |

4.0 MATERIALS

| | | | | | |
|-----|---|-------------------------------------|--|--|--|
| 4.1 | Perform Project Acceptance Samples and Testing | | | | |
| 4.2 | Obtain and check Laboratory Verification Test Documentation as needed. All documentation must be on file. | | | | |
| 4.3 | Review and Provide Approved Sources of Material | Submit to Boulder County for Review | | | |

| | TASK | COMMENT | APPROVED | | |
|-----|-------------------------------------|--|------------|------|------------|
| | | | Consultant | BOCO | Contractor |
| 4.4 | Review Mix Designs | To be submitted to Boulder County for Review | | | |
| 4.5 | Check Final Materials Documentation | | | | |

| 5.0 SAFETY | | | | | |
|------------|---|-------------------|--|--|--|
| 5.1 | Check implementation of Contractor's Traffic Control Plan | Ongoing / On file | | | |
| 5.2 | Check that Compliance of Contractor's & Consultant's Safety Plans are being performed | Ongoing | | | |
| 5.3 | Check that the work zone is safe and secure | Ongoing | | | |

| 6.0 FINALS | | | | | |
|------------|--|--|--|--|--|
| 6.1 | Conduct Final Project Inspection | With Boulder County Staff | | | |
| 6.2 | Write Final Project Acceptance Letter | With Concurrence from Boulder County Staff | | | |
| 6.3 | Obtain Final As-Constructed Plans from Contractor or Consultant | | | | |
| 6.4 | Conduct Final Review of Quantities, Plans and Pay Requests | | | | |
| 6.5 | Check Final Material Documentation and Certifications | | | | |
| 6.6 | Check Final Construction Management and Inspection Documentation | All Documents should be scanned PDF and placed on a USB Drive for submission to Boulder County | | | |
| 6.7 | Submit All Final Bound Documentation CM & I to Boulder County within 60 Days of Acceptance | Final billing will not be made to the Consultant until completed and submitted | | | |

EXHIBIT C – BOULDER COUNTY MINIMUM GUIDELINE FOR SAMPLING AND TESTING

BOULDER COUNTY
PUBLIC WORKS DEPARTMENT



Minimum Guideline for Sampling and Testing

April 1, 2013

Quality Control:

Contractor Roles and Responsibilities

The Contractor shall be responsible to establish, document, and implement a Quality Control Plan. The Quality Control Plan shall include all procedures necessary for the Contractor to control the quality of its production processes to meet the requirements of the Contract. The Contractor's Quality Control Plan shall include a testing and inspection schedule to control the production processes.

Quality Assurance:

Boulder County will provide a qualified Construction Quality Assurance team to perform Quality Assurance (QA) auditing and acceptance testing. The QA staff shall remain independent from the Contractor's production and Quality Control (QC)... The Boulder County construction QA Team or Consultant's will perform on-site inspection and testing of the construction elements of the work to verify that all work has been constructed in conformance with the Contract requirements.

**Boulder County Public Works Minimum Guideline for Sampling and Testing
Final Version April 1, 2013**

| Pay Item | Type of Test | Sampling & Testing Frequency |
|-----------------------------|--|--|
| 203 Embankment | In-Place Density | 1 per 2000 cu yds. Or a fraction thereof of embankment placed. (or as specified by Construction Inspector, Project Engineer or contract) |
| 203 Embankment | Moisture Density Curve | 1 per soil type. |
| 206 STR. Backfill (Class 1) | Gradation | 1 per 200 cu yds. (or as per contract) |
| 206 STR. Backfill (Class 1) | Moisture Density Curve | 1 per source. (or as per contract) |
| 206 STR. Backfill (Class 1) | In Place Density | 1 per 200 cu yds. (or as per contract) |
| 206 STR. Backfill (Class 2) | Moisture Density Curve | 1 per source. (or as per contact) |
| 206 STR. Backfill (Class 2) | In Place Density | 1 per 200 cu yds. or fraction thereof |
| 207 Topsoil | Boulder County may elect to use the most recent version of the CDOT Field Materials Manual. Schedule (Quality Assurance) for Minimum Materials Sampling, Testing and Inspection. | |
| 304 Aggregate Base Course | Gradation | 1 per 2000 tons or fraction thereof. |
| 304 Aggregate Base Course | In-Place Density | 1 per 2000 tons or fraction thereof or as specified by the Construction Inspector, Project Engineer or contract. |
| 304 Aggregate Base Course | Moisture-Density Curve | 1 per source. |

**Boulder County Public Works Minimum Guideline for Sampling and Testing
Final Version April 1, 2013**

| Pay Item | Type of Test | Sampling & Testing Frequency |
|-------------------------|------------------------------------|---|
| 306 Reconditioning | In Place Density | 1 per 5000 sq. yds. or a fraction thereof. |
| 306 Reconditioning | Moisture-Density Curve | 1 per type. |
| 403 HMA | Asphalt Content | 1 per 1500 within the first 2 days of paving (or as specified by Project Engineer or Contract) |
| 403 HMA | Binder | 1 per mix design. |
| 403 HMA | Gradation | 1 per 1500 tons or a fraction thereof of mix produced (or as specified by Project Engineer or Contract) |
| 403 HMA | In-Place Density | Top Lift 1 per 500 tons or a fraction thereof of mix placed. Bottom Lift 1 per 1000 (or as specified by Project Engineer or Contract) |
| 403 HMA | Theoretical Max. SP Gravity (RICE) | 1 per project location (or as specified by Construction Inspector, Project Engineer) |
| 403 HMA | Air Voids | 1 per mix design or as specified by Project Engineer, Construction Inspector (or as specified by contract) |
| 403 HMA | Longitudinal Joint Density | 1 per 5000 Linear FT. or fraction thereof. |
| 601 Structural Concrete | Air Content, Slump, Unit Weight | 1 per set (5) of cylinders per day. Or as specified by Project Engineer, Construction Inspector (or as specified Slump, Unit Weight by Contract). |

**Boulder County Public Works Minimum Guideline for Sampling and Testing
Final Version April 1, 2013**

| Pay Item | Type of Test | Sampling & Testing Frequency |
|---------------------------|---------------------------------|--|
| 601 Structural Concrete | Compressive Strength | 1 set (5) per 200cu yds. or fraction thereof or as specified by Project Engineer, Construction Inspector (or as specified by Contract) |
| 608 Sidewalk and Bikeways | Air Content, Slump, Unit Weight | 1 per 1000 sq. yds. or fraction thereof. or as specified by Project Engineer, Construction Inspector (or as specified by Contract) |
| 608 Sidewalk | Compressive Strength | 1 set (5) of cylinders per 1000 sq. yd. or fraction thereof. and Bikeways as specified by Project Engineer, Construction Inspector (or as specified by Contract) |
| 609 Curb and Gutter | Air Content, Slump, Unit Weight | 1 per 2000 lin. ft. or fraction thereof. |
| 609 Curb and Gutter | Compressive Strength | 1 set (5) of cylinders per 2000 lin. ft. or fraction thereof. |

This document will be used as a general guideline and may be modified for specific projects or site conditions or the contract document requirements are greater than minimum testing guidelines.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
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.

Professional Liability (Errors and Omissions)

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

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 Insureds.*

In regards 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 prior to beginning any and all tasks or work.

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

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

SUBMITTAL SECTION

The bidder’s attention is especially called to the items listed below, which must be submitted in full as part of the Request for Quotes. Failure to submit any of the documents listed below as a part of your RFQ, or failure to acknowledge any addendum in writing with your RFQ, or submitting a bid on any condition, limitation or provision not officially invited in this Request for Quote (RFQ) may be cause for rejection of the RFQ. Limit the proposal to a maximum of 10 pages. 11x17 sheets will count as two pages. This limit does not include resumes.

A *Project Scope Template* is included to assist in developing tasks for this project.

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

| INCLUDED | ITEM |
|----------|--|
| | Name and address of your Company/ organization, contact person, phone and email including Subconsultants, if applicable. |
| | An all-inclusive itemized budget for each of the major phases in the Scope of Work, broken down by task, hours, and hourly rates. |
| | Resumes of your Staff and subconsultants proposed to perform the work on this project. Include a list of relevant projects for each individual. Resumes can be in an appendix and will not count towards the page limit. |
| | A list of critical issues that the consultant considers to be of importance for this project. |
| | A description of the Consultant Team’s project approach to fulfilling the scope of work included within this RFP including any suggested revisions to the scope of work. Include an approach to quality control, project management, and team communication. |
| | State your compliance with the Terms and Conditions in the Sample Contract contained in this RFQ. Specifically list any deviations and provide justification for each deviation. |
| | A list of similar projects completed in the last three years. Particularly relevant are projects that include culvert or bridge alternatives analysis and design. |
| | Insurance Certificate |

| | |
|--|---|
| | W-9 |
| | Signature Page |
| | Addendum Acknowledgement(s) (If Applicable) |

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 may be based on, but not limited to, any or all the following:

- Qualifications (50%)
 - Project Team
 - Firm Capability
 - Relevant Project Experience
- Project Approach and Understanding (35%)
 - Project Control
 - Project Concept
 - Critical Issues
- Hours Worked / Fee Proposal (15%)

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 | 4 @ 50% |
| Project Approach and Understanding | 4 @ 35% |
| Hours Worked / Fee Proposal | 4 @ 15% |
| Total Possible Points | 4 |



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

BID TAB (PROJECT SCOPE TEMPLATE)

Consultants that wish to use the example Project Scope Template can access an editable (MS Excel) version via the following link:

<https://www.dropbox.com/sh/6b1qrpzqpgsfzw/AACyx8rAWClpG0aE0oFi5Uia?dl=0>

Please note that the template is not tailored to any specific project and is only an example. Therefore, evaluate items for inclusion and assess if items need to be added for specific projects.



Boulder County Public Works
 Engineering Division
 2525 13th Street, Suite 203
 Boulder, CO 80306

Note to User: This template is not tailored to any specific project and is only an example. Therefore, evaluate items for inclusion and assess if items need to be added for specific projects.

Project Scope Template

Project Name:

Project Number:

| Task | | | Personnel and Hours | | | | Total |
|--------------------------|--|--|---------------------|----------|----------|---------------|--------------|
| | | | Ex #1 | Ex #2 | | Sub-Cons. Fee | |
| No. | Name | Detail | \$20 | \$30 | | | |
| 60 | Task 60: Construction Management & Inspection | | | | | | |
| 60A. | Administrative | | | | | | |
| 60A.1 | Clerical tasks, invoicing | Includes general clerical tasks, invoicing, etc. throughout the entirety of this project. | 2 | 1 | | \$400 | \$470 |
| 60A.3 | Project Review (Familiarization) | Review plans, specifications and other construction documents to familiarize project | 4 | 3 | | | \$170 |
| 60A.X | Add or remove tasks as appropriate. | | 6 | 5 | | | \$270 |
| Subtask 60A Total | | | 12 | 9 | 0 | \$400 | \$910 |
| 60B. | Meetings | | | | | | |
| 60B.1 | Pre-Construction Meeting | First construction meeting with county, CDOT, Erie, material testing consultant, utility companies, contractor and sub-contractors. [CDOT Possible attendees: Maintenance, Traffic Operations, Resident Engineer, Environmental] | 2 | 1 | | \$400 | \$470 |
| 60B.2 | Weekly Construction Meetings | Project weekly progress meeting with CDOT, county, contractor and others as necessary. | 4 | 3 | | | \$170 |

| Task | | | Personnel and Hours | | | | Total |
|---|--|--|---------------------|------------|----------|---------------|----------------|
| | | | Ex #1 | Ex #2 | | Sub-Cons. Fee | |
| No. | Name | Detail | \$20 | \$30 | | | |
| 60B.3 | Pay Estimate Meetings | Discuss, review and approve Contractor's Monthly Pay Requests | 6 | 5 | | | \$270 |
| 60B.4 | SWQP Meeting(s) | County SWQP inspection with contractor at start of project to check erosion measure installation and subsequent meetings as required. | 8 | 7 | | | \$370 |
| 60B.5 | Safety Meetings | Contractor's weekly safety meetings with contractor | 10 | 9 | | | \$470 |
| 60B.6 | Traffic Control Review Meeting | Traffic Control Review with CDOT and County. | 12 | 11 | | | \$570 |
| 60B.7 | Pre-Paving Meeting | Meeting with county, contractor and paving sub-contractor prior to start of HMA placement. | 14 | 13 | | | \$670 |
| 60B.8 | Pre-Striping Meeting | Meeting with county (Public Works and Community Planning & Permitting), Contractor and Paving Sub-contractor prior to start of HMA placement. | 16 | 15 | | | \$770 |
| 60B.9 | Final Walk Through with CDOT | CDOT & county joint inspection 2 - 3 weeks prior to completion. | 18 | 17 | | | \$870 |
| 60B.X | Add or remove tasks as appropriate. | | 20 | 19 | | | \$970 |
| Subtask 60B Total | | | 110 | 100 | 0 | \$400 | \$5,600 |
| 60C. Supervision of Construction | | | | | | | |
| 60C.1 Project Documentation | | | | | | | |
| | Methodology | Review methodology requirements. | 2 | 1 | | \$400 | \$470 |
| | Request for Information (RFI) | Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence. | 4 | 3 | | | \$170 |
| | Change Modification Orders | Create, maintain and file Contract Modification Orders for county (and state) approval. | 6 | 5 | | | \$270 |

| Task | | | Personnel and Hours | | | | Total |
|----------------------------|--|--|---------------------|------------|----------|---------------|----------------|
| | | | Ex #1 | Ex #2 | | Sub-Cons. Fee | |
| No. | Name | Detail | \$20 | \$30 | | | |
| | Shop Drawings & Submittals | Secure project documentation from the contractor, including submittals (e.g. shop drawings, material sheets) for approval by the county. Review drawings and data submitted by the construction contractor and suppliers for conformance with the intent of the specifications. Inform and obtain concurrence as needed from the Engineer and keep relative documentation for project records. | 8 | 7 | | | \$370 |
| | Project Records | Maintain legible daily diaries, construction documentation, inspection reports and any other pertinent forms. maintain photo documentation. maintain and sign daily time count. maintain and file traffic control inspections. Maintain written documentation to support all contractor payments. | 10 | 9 | | | \$470 |
| | Payroll Records | Review Certified Payrolls for Davis Bacon Wages and compliance reviews in compliance with CDOT certified payroll standards. | 12 | 11 | | | \$570 |
| | CDOT Record Keeping | Prepare documents as required from CDOT's "Construction Oversight Checklist for Local Agency Projects." Maintain contract time count. | 14 | 13 | | | \$670 |
| | Personnel Certifications | Obtain and review personnel certifications (i.e. lab technician, scale operator, traffic inspector, flagging, erosion control). | 16 | 15 | | | \$770 |
| | Project Certifications/Permits | Obtain, Review, Approve and/or File Project Certifications/Permits (i.e. Stormwater, dewatering, 404, erosion control, certificates of compliance, scale, Buy America, material lab, materials). ALL Buy American certifications must be obtained and filed PRIOR to any placement of items on the project site. | 18 | 17 | | | \$870 |
| | Pay Quantity Documentation | Review bi-monthly forms for pay estimate quantification (CDOT Form 266). Prepare pay estimates for county approval. Document out-of-specification items for removal or price adjustment. | 20 | 19 | | | \$970 |
| | Add or remove tasks as appropriate. | | 12 | 11 | | | \$570 |
| Subtask 60C.1 Total | | | 122 | 111 | 0 | \$400 | \$6,170 |

| Task | | | Personnel and Hours | | | | Total |
|--------------------------------|--|---|---------------------|-----------|----------|---------------|----------------|
| | | | Ex #1 | Ex #2 | | Sub-Cons. Fee | |
| No. | Name | Detail | \$20 | \$30 | | | |
| 60C.2 Onsite Inspection | | | | | | | |
| | Inspection | Initial, follow up, and final inspections of work in progress to ensure construction is completed per plans and specifications. | 2 | 1 | | \$400 | \$470 |
| | Project Safety | Oversee the contractor's project safety management plan and monitor a safe work site. | 4 | 3 | | | \$170 |
| | Quantity Measurement | Perform daily quality control inspections for conformance with the contract documents. Quantities of work elements of construction will be measured and recorded to support the preparation and processing of progress pay estimates to the Contractor. | 6 | 5 | | | \$270 |
| | Miscellaneous | Perform miscellaneous related duties as requested by the Engineer. | 8 | 7 | | | \$370 |
| | Add or remove tasks as appropriate. | | 10 | 9 | | | \$470 |
| Subtask 60C.2 Total | | | 30 | 25 | 0 | \$400 | \$1,750 |
| 60C.3 Communication | | | | | | | |
| | Landowner | Communicate with adjacent landowners, as required. | 2 | 1 | | \$400 | \$470 |
| | Contractor | Facilitate discussions between contractor and Engineer of non-compliance with the contract plans and specifications. Communicate right-of-way boundaries with contractor. | 4 | 3 | | | \$170 |
| | Local Agency | Aid in the preparation of correspondence to the contractor, local agencies, etc. | 6 | 5 | | | \$270 |
| | Public | Aid in the preparation of correspondence to the public. | 8 | 7 | | | \$370 |
| | Add or remove tasks as appropriate. | | 10 | 9 | | | \$470 |
| Subtask 60C.3 Total | | | 30 | 25 | 0 | \$400 | \$1,750 |
| 60C.4 Materials | | | | | | | |
| | Perform Material Tests | Coordinate and perform geotechnical and material testing in accordance with the CDOT Field Materials manual and all other applicable testing standards. | 2 | 1 | | \$400 | \$470 |

| Task | | | Personnel and Hours | | | | Total |
|------------------------------|---|---|---------------------|-----------|----------|---------------|----------------|
| | | | Ex #1 | Ex #2 | | Sub-Cons. Fee | |
| No. | Name | Detail | \$20 | \$30 | | | |
| | Review and Provide Approved Sources of Material | Maintain materials documentation, inspection reports, and payment information in a manner that allows easy access on site. Review geotechnical and material test results. Review mix designs. | 4 | 3 | | | \$170 |
| | Check Final Materials Documentation | Review final materials documentation with Boulder County. | 6 | 5 | | | \$270 |
| | Add or remove tasks as appropriate. | | 8 | 7 | | | \$370 |
| Subtask 60C.4 Total | | | 20 | 16 | 0 | \$400 | \$1,280 |
| 60C.5 Environment | | | | | | | |
| | Environmental Assessments | Coordinate required environmental assessments and permitting with contractor activities (e.g. burrowing owls, nesting birds, flood permits). | 2 | 1 | | \$400 | \$470 |
| | Notification(s) | Monitor construction operations and immediately notify Boulder County immediately if contaminated material, artifacts, or nesting birds are encountered | 4 | 3 | | | \$170 |
| | Wetland Mitigation | Coordinate wetland mitigation placement with the county and contractor. | 6 | 5 | | | \$270 |
| | Add or remove tasks as appropriate. | | 8 | 7 | | | \$370 |
| Subtask 60C.5 Total | | | 20 | 16 | 0 | \$400 | \$1,280 |
| 60C.6 Traffic Control | | | | | | | |
| | Traffic Control | Check implementation of Contractor's Traffic Control Plan | 2 | 1 | | \$400 | \$470 |
| | Safety Plan | Check that Compliance of Contractor's & Consultant's Safety Plans are being performed | 4 | 3 | | | \$170 |
| | Work Zone | Check that the work zone is safe and secure | 6 | 5 | | | \$270 |
| | | | 8 | 7 | | | \$370 |
| | | | 10 | 9 | | | \$470 |
| | Add or remove tasks as appropriate. | | 12 | 11 | | | \$570 |

| Task | | | Personnel and Hours | | | | Total |
|------------------------------|--|--|---------------------|------------|----------|----------------|-----------------|
| | | | Ex #1 | Ex #2 | | Sub-Cons. Fee | |
| No. | Name | Detail | \$20 | \$30 | | | |
| Subtask 60C.6 Total | | | 42 | 36 | 0 | \$400 | \$2,320 |
| Subtask 60C Total | | | 264 | 229 | 0 | \$2,400 | \$14,550 |
| 60D. Finals/ Closeout | | | | | | | |
| 60D.1 | Final Project Inspection | Perform walk through of project with County and contractor for final billing. Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices. | 2 | 1 | | \$400 | \$470 |
| 60D.2 | As-Constructed Plans | Obtain Final As-Constructed Plans from Contractor or Consultant. | 4 | 3 | | | \$170 |
| 60D.3 | Final Review | Check Final Material Documentation and Certifications. Check Final Construction Management and Inspection Documentation. | 6 | 5 | | | |
| 60D.4 | Final Pay Estimate | Conduct Final Review of Quantities, Plans and Pay Requests. Prepare final pay estimate. | 8 | 7 | | | |
| 60D.5 | Project Documentation | Submit all construction documents (in electronic format and hard copy, when appropriate) to the Boulder County Project Engineer within 30 working days, if not sooner, after full project acceptance by CDOT | 10 | 9 | | | \$470 |
| 60D.X | Add or remove tasks as appropriate. | | 12 | 11 | | | \$570 |
| Subtask 60D Total | | | 42 | 36 | 0 | \$400 | \$1,680 |
| OVERALL TOTAL | | | 428 | 374 | 0 | \$3,600 | \$22,740 |



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

SIGNATURE PAGE

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

By signing below I certify that:

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

I am not currently an employee of Boulder County.

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

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

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

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

Date

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

BOULDER COUNTY SAMPLE CONTRACT

| DETAILS SUMMARY | |
|--|-----------------|
| Document Type | Choose an item. |
| OFS Number-Version | |
| County Contact Information | |
| Boulder County Legal Entity | Choose an item. |
| Department | |
| Division/Program | |
| Mailing Address | |
| Contract Contact – <i>Name, email</i> | |
| Invoice Contact – <i>Name, email</i> | |
| 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 | |
| Expiration Date | |
| Final End Date | |
| Contract Amount | |
| Contract Amount | |
| Fixed Price or Not-to-Exceed? | Choose an item. |
| Brief Description of Work | |
| | |
| 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") | |
| Purchasing Details – <i>County Internal Use Only</i> | |
| Grant funded? | Yes or No |
| Bid Number | |
| Award Date | |
| If no Bid No., bid process used | Choose an item. |
| COVID-19 | YES or NO |
| Project # | |

| | |
|---|--|
| Purchasing Notes <i>(optional)</i> | |
| Contract Notes <i>Additional information not included above</i> | |
| | |

THIS 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: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (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 an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract 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 completion of any Work performed 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 does 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 remedies 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 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. § 24-72-200.1, 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**, 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 deconstruction 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 Section. 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**

Delete Instruction: Non-Construction contracts use the following language:

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

Delete Instruction: Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured 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.

Delete Instruction: This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.

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.

Delete Instruction: This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.

iv. **Umbrella / Excess Insurance**

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

Delete Instruction: This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

Delete Instruction: Please consult with Risk Management if you feel this coverage should be required.

Delete Instruction: IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

v. **Professional Liability (Errors and Omissions)**

Delete Instruction: All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.

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**

Delete Instruction: This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

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.

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

Delete Instruction: Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of the County or when the contractor has access to client's personal property and/or documentation

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

| | |
|--|-----------|
| Contractors with 10 or fewer County clients: | \$50,000 |
| Contractors with 11 – 15 County clients: | \$500,000 |

Contractors with more than 25 County clients: \$1,000,000

Delete Instruction: If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

| | |
|---|-------------|
| Contractors with 5 or fewer County clients: | \$100,000 |
| Contractors with 6-10 County clients: | \$250,000 |
| Contractors with 11-15 County clients: | \$500,000 |
| Contractors with 16 or more County clients: | \$1,000,000 |

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

Delete Instruction: If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

Delete Instruction: THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

[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: | <i>Initials</i> |
| Attestor Name: | |
| Attestor Title: | |

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

This is an addendum to the [CONTRACT NAME], RFP _____, Agreement between [CONTRACTOR] ("Contractor"), and Boulder County, (the "County").

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

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

- 1. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (*applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 44 CFR§13.36(i)(3)*)
Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 2. ANTI-KICKBACK ACT COMPLIANCE** (*applicable to all contracts and subgrants for construction or repair; 44 CFR§13.36(i)(4)*)
Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 3. ACCESS TO RECORDS**
 - A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).
 - B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C.** The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.44 CFR§13.36(i)(11).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS *(applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers; 44 CFR §13.36(i)(6))*
Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

5. NOTICE OF REPORTING REQUIREMENTS

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

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

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

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

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

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

7. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

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

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

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

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

8. ENERGY CONSERVATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

(3) Terminating all existing orders and subcontracts.

(4) At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment,

County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

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

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of County, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

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

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

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

(4) In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred

to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

11. TERMINATION FOR DEFAULT

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

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

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

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

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

B. On and after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to County on demand all costs and expenses incurred by County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

C. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules

and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy

12. SOCIOECONOMIC ENGAGEMENT

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

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

13. NO SUSPENSION OR DEBARMENT

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

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

IF THIS ADDENDUM IS INCORPORATED BY REFERENCE INTO THE CONTRACT, THE PARTIES DO NOT NEED TO SIGN THE ADDENDUM, AND THE SIGNATURE BLOCKS MAY BE REMOVED

Accepted by **[CONTRACTOR]** on

(Date)

By: _____

TITLE

Accepted by **BOULDER COUNTY** on

, Chair