



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

**INVITATION TO BID**  
**COVER PAGE**

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BID Number: **7252-21**

BID Title: **Traffic Signals Maintenance and Additional Work Services**

BID Questions Due: August 13, 2021 – 2:00 p.m. MDT

Submittal Due Date: August 26, 2021 – 2:00 p.m. MDT

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

Documents included in this package:

- Bid Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Bid Tab Section
- Submittal Checklist
- Signature Page
- Sample Contract



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## **INSTRUCTIONS**

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

Boulder County Public Works, Road Maintenance Division is accepting bids from qualified contractors for maintenance, emergency repairs and additional work services on the traffic signals, flashers, pedestrian signals maintained by Boulder County.

### **2. Written Inquiries**

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **August 13, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **August 19, 2021**.

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

### **3. Submittal Instructions**

BIDs are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on August 26, 2021**. A bid opening will be conducted at 3:00 p.m. via email by sending a copy of the bid tab to all who have submitted a bid.

**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. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).**

**Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**      [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **BID # 7252-21** in the subject line.

All BIDs 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 BID response is received on time at the stated location(s). Any BIDs 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 BIDs, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

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



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## **TERMS AND CONDITIONS**

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1. 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 Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, based on best value not only price.
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 "Invitation to Bid."
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 bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder 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 “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado 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 or resulting contract will be clearly stated in the bid and contract 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. Bids that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not 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.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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## **SPECIFICATIONS**

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### **A. BOULDER COUNTY TRAFFIC SIGNALS**

1. Intersection of South Boulder Road and N. 76th Street
2. Intersection of Niwot Road and entrance to Niwot High School
3. Intersection of N. 75th Street and Valmont Road
4. Intersection of Niwot Road and Walker Avenue
5. Intersection of Cherryvale Road and South Boulder Road
6. Intersection of N. 63rd Street and Jay Road
7. Intersection of Spine Road and Jay Road
8. Intersection of N. 47<sup>th</sup> Street and Jay Road
9. Intersection of N. 76th Street and Baseline Road
10. Intersection of N. 75<sup>th</sup> Street and Baseline Road
11. Intersection of N. 63rd Street and Twin Lakes Road
12. Intersection of N. 95th Street and Lookout Road
13. Intersection of N. 95<sup>th</sup> Street and Niwot Road

14. Intersection of N. 75<sup>th</sup> Street & Jay Road
15. Intersection of N. 61st Street and Valmont Road
16. Intersection of Butte Mill Road and Valmont Road
17. Baseline Road at Platte Middle School
18. N. 75<sup>th</sup> St. at Hygiene Elementary School

**B. BOULDER COUNTY SCHOOL ZONE SIGNALS**

1. N. 75th Street at Douglas Elementary School
2. N. 75th Street at Hygiene Elementary School
3. Niwot Road at Walker Avenue for Niwot Elementary School
4. County Road 130 at Nederland High School
5. Baseline Road at Platt Middle School

**C. BOULDER COUNTY PEDESTRIAN SIGNALS**

1. N. 75<sup>th</sup> Street at South Heatherwood Drive
2. N. 75<sup>th</sup> Street at North Heatherwood Drive

**REQUIREMENTS AND PROCEDURES**

**A. EMERGENCY RESPONSE**

1. Upon notification by Boulder County, the Contractor will respond appropriate personnel and equipment to the reported location. Response time shall be within **two** hours after notification for a traffic signal, and within **twelve** hours after notification for a school zone signal or pedestrian signal.
2. The Contractor will diagnose and make repairs to return the signal to normal operation. If the Contractor is unable to repair the signal, the Contractor shall

contact the Boulder County Road Supervisor. If the Contractor is not able to contact the Road Supervisor, the Contractor shall submit a letter to the Boulder County Traffic Engineer detailing the problem, with an estimate of the time required to complete the work and any actions taken in the interim period until the work is completed.

In addition to diagnosis and repair of the reported malfunction, the Contractor will review the entire operation of the signal, and repair any other items requiring immediate attention. Repair items not requiring immediate attention will be listed on a Trouble Call Report and addressed at the next quarterly maintenance procedure.

3. The Contractor will file a written report of steps taken to correct the reported malfunction or problem. This report will include charges for all labor, materials and equipment in invoice form for processing and payment by Boulder County.
4. Contractor's work areas shall conform to Part VI, Work Zone Traffic Control Standards, found in the Manual on Uniform Traffic Control Devices (MUTCD).

#### **B. QUARTERLY MAINTENANCE PROCEDURES**

Quarterly maintenance procedures will be performed on Traffic Signals only, and will include the following service items.

1. Set up required traffic control to conform to the Manual on Uniform Traffic Control Devices.
2. Request Boulder County Sheriff to direct traffic as required by conditions.
3. Control cabinet maintenance activities:
  - a. Check timing of controller as per approved timing plan in cabinet.
  - b. Check controller operation.
  - c. Clean all fixed components and vacuum interior.
  - d. Check all phase relays visually and replace any with burned contacts.
  - e. Check current and voltage for abnormal readings and record findings.
  - f. Check function and settings of other cabinet components. List modifications.
  - g. Record recommendations for repairs needed as part of annual signal maintenance procedures.
4. Field Activities:
  - a. Check and adjust the alignment and operation of all signal and pedestrian heads and indications.
  - b. Check and adjust the operation of each pedestrian push button and signal response. Inspect the condition of the push button sign.



- c. Check the condition and function of each loop detector. Reseal detector if needed and check for proper call placement.
  - d. Check pull boxes, poles and mast arms for problems. Complete any minor repairs.
  - e. Record recommendations for repairs needed as part of annual signal maintenance procedures.
5. Submit a written report showing completion of the activities listed above and labor, equipment and materials used in performing the work.

### **C. ANNUAL TRAFFIC SIGNAL MAINTENANCE PROCEDURES**

Annual maintenance procedures will be performed on traffic signals, school zone signals and pedestrian signals. The annual service procedure will include the following service items.

1. Prior to scheduling the annual maintenance procedure, the Boulder County Traffic Engineer will review the quarterly service reports and conduct a field investigation to prepare the list of material and equipment replacement/changes to be completed as part of the annual service procedure. The Traffic Engineer will also prepare a list of specific repairs and restorations which will be included as part of the annual service procedure. The lists will be transmitted to the Contractor for review and preparation of a cost estimate. The Traffic Engineer will review the cost estimate and direct the completion of selected repairs.
2. Work area traffic control will conform to the Manual on Uniform Traffic Control Devices (MUTCD).
3. Request Boulder County Sheriff to direct traffic as required by conditions.
4. Control cabinet maintenance activities:
  - a. Check timing of controller as per approved timing plan in cabinet.
  - b. Check controller operation.
  - c. Clean all fixed components and vacuum interior.
  - d. Check all phase relays visually and replace any with burned contacts.
  - e. Check current voltage for abnormal readings and record findings.
  - f. Perform an operational check of the conflict monitor.
  - g. Check and tighten terminals, connections and other mounted hardware.
  - h. Inspect and lubricate locks, cabinet fan and other moving parts.
  - i. Check the function and settings of other cabinet components.
  - j. Remove any graffiti and touch up cabinet paint.
  - k. Re-caulk cabinet and replace door seal if needed.
  - l. Check the function and performance of the loop detector amplifiers.

5. Field activities:
  - a. Check and adjust alignment and operation of all signal and pedestrian heads and indications.
  - b. Check and adjust the operation of each pedestrian push button and signal response. Clean inside of switch. Inspect the condition of the pedestrian push button sign.
  - c. Check the condition of each loop detector. Reseal detector if needed and check for proper call placement.
  - d. Check pull boxes to ensure that cover is in place and secure. Make sure the pull box is weather resistant and make any necessary improvements.
  - e. Check pull boxes, wire connections and splices to ensure weather-proof connection. Check and ensure each wire group is properly tagged.
  - f. Check all plies and mast arms. Complete any minor repairs.
  - g. Replace all signal indication lamps and clean or replace signal lenses and reflectors. Replace any worn or failing gaskets.
  - h. Clean signal head housing and apply touch up paint as required.
6. Miscellaneous items:
  - a. Record recommendations for improvements based on the detailed signal investigation performed.
  - b. Perform other inspections or tests deemed appropriate by the Contractor.
  - c. List any technical comments regarding the operation of the signal.
7. Submit a written report showing completion of the above listed activities and cost of labor, equipment and materials used in performing the work.

**D. EXTRA WORK**

1. All signal work shall comply with Boulder County Traffic Signal Specifications and Standard Details as provided by Boulder County.
2. Extra work may include, but is not limited to, the following types of work or conditions:
  - a. Additions and/or modifications to the traffic control equipment.
  - b. Changes in signal timing as required by the Traffic Engineer.
  - c. Repair of any damage to the traffic control equipment not caused by an act or omission of the Contractor or the Contractor's agent or employees.
  - d. Vehicle detector installation.

3. New installations:

For any new installations, the Contractor may submit a proposal for acceptance or rejection by the Traffic Engineer. The proposal shall include estimated time, equipment, stock materials and purchase materials. If the proposal is not accepted by the Traffic Engineer, the new installation may be bid by the County and awarded to a bidder other than the Contractor. If the proposal is accepted by the Traffic Engineer, the installation may be done by the Contractor as Extra Work for a price not to exceed that set forth in the proposal. Changes by the Traffic Engineer made after the proposal has been submitted will be considered as changes to the proposal.

4. Materials

Boulder County may provide, at its option, any or all necessary parts and materials for any work done by the Contractor.



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

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### **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 at the time a contract is executed.**

**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 at the time a contract is executed.**

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

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

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

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



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## **SUBMITTAL SECTION**

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The bidder's attention is especially called to the items listed below, which must be submitted in full as part of the BID. Failure to submit any of the documents listed below as a part of your BID, or failure to acknowledge any addendum in writing with your BID, or submitting a bid on any condition, limitation or provision not officially invited in this Invitation to Bid (BID) may be cause for rejection of the BID.

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

<b>INCLUDED</b>	<b>ITEM</b>
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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**BID TAB**

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**TRAFFIC SERVICES FEE SCHEDULE**

**1. MONTHLY RETAINER FOR EMERGENCY RESPONSE**

A.	Traffic Signals	Price
	1. Intersection of South Boulder Road and N. 76th Street	\$_____
	2. Intersection of Niwot Road and entrance to Niwot High School	\$_____
	3. Intersection of N. 75th Street and Valmont Road	\$_____
	4. Intersection of Niwot Road and Walker Avenue	\$_____
	5. Intersection of Cherryvale Road and South Boulder Road	\$_____
	6. Intersection of 63 <sup>rd</sup> Street and Jay Road	\$_____
	7. Intersection of Spine Road and Jay Road	\$_____
	8. Intersection of N. 47 <sup>th</sup> Street and Jay Road	\$_____
	9. Intersection of N. 76th Street and Baseline Road	\$_____
	10. Intersection of N. 75 <sup>th</sup> Street and Baseline Road	\$_____
	11. Intersection of N. 63rd Street and Twin Lakes Road	\$_____
	12. Intersection of N. 95th Street and Lookout Road	\$_____

- 13. Intersection of N. 95<sup>th</sup> Street and Niwot Road \$\_\_\_\_\_
- 14. Intersection of N. 75<sup>th</sup> Street and Jay Road \$\_\_\_\_\_
- 15. Intersection of 61<sup>st</sup> Street & Valmont Road \$\_\_\_\_\_
- 16. Intersection of Butte Mill Road & Valmont Road \$\_\_\_\_\_

- B. School Zone Signals Price
- 1. N. 75th Street at Douglass Elementary School \$\_\_\_\_\_
  - 2. N. 75th Street at Hygiene Elementary School \$\_\_\_\_\_
  - 3. Niwot Road at Walker Avenue \$\_\_\_\_\_
  - 4. County Road 130 at Nederland High School \$\_\_\_\_\_
  - 5. Baseline Road at Platt Middle School \$\_\_\_\_\_
  - 6. N 75<sup>th</sup> at N. Heatherwood for Heatherwood Elementary \$\_\_\_\_\_
  - 7. N 75<sup>th</sup> at S. Heatherwood for Heatherwood Elementary \$\_\_\_\_\_

- C. Pedestrian Signals Price
- 1. N. 75th Street at Hygiene Elementary School \$\_\_\_\_\_

**2. QUARTERLY MAINTENANCE PROCEDURES**

- A. Traffic Signals Price
- 1. Intersection of South Boulder Road and N. 76th Street \$\_\_\_\_\_
  - 2. Intersection of Niwot Road and entrance to Niwot High School \$\_\_\_\_\_
  - 3. Intersection of N. 75th Street and Valmont Road \$\_\_\_\_\_
  - 4. Intersection of Niwot Road and Walker Avenue \$\_\_\_\_\_



- 5. Intersection of Cherryvale Road and South Boulder Road \$\_\_\_\_\_
- 6. Intersection of 63<sup>rd</sup> Street and Jay Road \$\_\_\_\_\_
- 7. Intersection of Spine Road and Jay Road \$\_\_\_\_\_
- 8. Intersection of N. 47<sup>th</sup> Street and Jay Road \$\_\_\_\_\_
- 9. Intersection of N. 76<sup>th</sup> Street and Baseline Road \$\_\_\_\_\_
- 10. Intersection of N. 75<sup>th</sup> Street and Baseline Road \$\_\_\_\_\_
- 11. Intersection of N. 63<sup>rd</sup> Street and Twin Lakes Road \$\_\_\_\_\_
- 12. Intersection of N. 95<sup>th</sup> Street and Lookout Road \$\_\_\_\_\_
- 13. Intersection of N. 95<sup>th</sup> Street and Niwot Road \$\_\_\_\_\_
- 14. Intersection of N. 75<sup>th</sup> Street and Jay Road \$\_\_\_\_\_
- 15. Intersection of N. 61<sup>st</sup> Street and Valmont Road \$\_\_\_\_\_
- 16. Intersection of Butte Mill Road and Valmont Road \$\_\_\_\_\_

- B. Pedestrian Signals Price

  - 1. N. 75<sup>th</sup> Street at Hygiene Elementary School \$\_\_\_\_\_

**3. ANNUAL MAINTENANCE PROCEDURES**

The cost of these services will be included in the cost of services under Part 1, Item A of this exhibit. Additional charges for replacement of worn out equipment and additional work will be negotiated prior to the annual maintenance procedures and paid to the Contractor under a separate purchase order for these services.

**4. AUTHORIZED EXTRA WORK HOURLY CHARGES AND COSTS**

- A. Vehicle Equipment Charges Price

  - 1. Bucket Truck \$\_\_\_\_\_
  - 2. Boom Truck \$\_\_\_\_\_
  - 3. Dump Truck \$\_\_\_\_\_

- 4. Trencher \$\_\_\_\_\_
- 5. Compressor \$\_\_\_\_\_
- 6. Saw \$\_\_\_\_\_
- 7. Pickup Truck \$\_\_\_\_\_
- 8. Maintenance Van \$\_\_\_\_\_
- 9. Loader/Backhoe \$\_\_\_\_\_
- 10. Hi-Cube Van \$\_\_\_\_\_
- 11. Mole \$\_\_\_\_\_
- 12. Other: \_\_\_\_\_ \$\_\_\_\_\_

**B. Personnel Charges**

- 1. Superintendent \$\_\_\_\_\_
- 2. Supervisor \$\_\_\_\_\_
- 3. Foreman \$\_\_\_\_\_
- 4. Technician II \$\_\_\_\_\_
- 5. Technician I \$\_\_\_\_\_
- 6. Equipment Operator \$\_\_\_\_\_
- 7. Laborer \$\_\_\_\_\_
- 8. Clerk/Secretary \$\_\_\_\_\_
- 9. Other: \_\_\_\_\_ \$\_\_\_\_\_

**5. ANNUAL ADJUSTMENT OF FEE SCHEDULE**

The Traffic Signal Services Fee Schedule may be adjusted at the end of each calendar year to allow for the adjustment of unit costs in providing the services required under this contract. The Traffic Signal Services Fee Schedule will include all cost factors, including but not limited to direct wages, overhead and profit. The county reserves the right to approve, reject or negotiate the revised Traffic Services Fee Schedule. Failure to reach an agreement on the revised Fee Schedule will result in the termination of the contract in accordance with the provisions of the contract for termination.



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**SIGNATURE PAGE**

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

**By signing below I certify that:**

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

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

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

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

# BOULDER COUNTY SAMPLE CONTRACT

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THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners 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 following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

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

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

must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

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

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including 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.

10. Nondiscrimination: Contractor will comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

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

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

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

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

the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

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

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

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

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

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

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

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

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

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

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with

any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

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

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

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

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

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

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

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

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

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

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and

d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

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

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

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

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

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

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

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

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

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



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

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

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

i. **Commercial General Liability**

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

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

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

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

***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.

***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.

***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.*

*Please consult with Risk Management if you feel this coverage should be required.*

**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)**

*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**

*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**

*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

***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.

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

**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.**

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

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

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

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

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

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

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

**[Signature Page to Follow]**

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

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