



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

**REQUEST FOR QUALIFICATIONS**  
**COVER PAGE**

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RFQ Number: **7261-21**

RFQ Title: **BCHA Community Rooms,  
Outdoor Community Areas & Staff Office  
Spaces**

RFQ Questions Due: August 24, 2021 – 2:00 p.m. MDT

Submittal Due Date: September 8, 2021 – 2:00 p.m. MDT

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

Documents included in this package:

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



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## **INSTRUCTIONS**

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

The Boulder County Housing Authority (“BCHA”), is soliciting submittals from qualified design firms, contractors, and equipment providers for the furniture, fixtures, flooring, painting, and equipment (FFE) for the BCHA’s affordable & subsidized housing community rooms. Specifically, FFE services are requested for community rooms, office spaces, and outdoor community areas as described in the scope of work below.

### **2. Written Inquiries**

All inquiries regarding this RFQ 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 24, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **August 27, 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 September 8, 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. 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 **RFQ # 7261-21** 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**

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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 Request for Qualifications.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Qualifications, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all 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 Qualifications."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the 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: Proposals submitted in response to this "Request for Proposals" 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 proposal or resulting contract will be clearly stated in the proposal and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal 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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### **I. INTRODUCTION – BCHA COMMUNITY ROOMS, OUTDOOR COMMUNITY AREAS & STAFF OFFICE SPACES**

The Boulder County Housing Authority (“BCHA”), is soliciting submittals from qualified design firms, contractors, and equipment providers for the furniture, fixtures, flooring, painting, and equipment (FFE) for the BCHA’s affordable & subsidized housing community rooms. Specifically, FFE services are requested for community rooms, office spaces, and outdoor community areas as described in the scope of work below.

The scope of work will include design, procurement, and installation of all FFE items in the community rooms, exterior spaces, and offices spaces at the outlined sites below for BCHA affordable and subsidized housing sites. Upon award of this RFQ, the selected proposer will work with BCHA staff and the architect to design and select all FFE items. Once a design is finalized, the selected firm will be expected to be able to procure and coordinate the installation/delivery of all FFE items. This work will be closely coordinated with BCHA Maintenance and Operations staff.

### **II. RFQ SCOPE – BCHA COMMUNITY ROOMS**

During the pandemic, BCHA staff conducted safe cleaning practices that wore on common area furnishings and carpets, since they are not suitable for easy cleaning and sanitizing. BCHA must purchase new furnishings that are easily sanitized and maintained for the safety of the staff and residents. Additional fans and air circulation are also needed for these areas with the potential to upgrade lighting for energy efficiency purposes.

The specific spaces/needs for the community rooms will include:

- Furnish community rooms with tables, chairs, couches, plants, artwork, etc.
- Environmentally responsible maintainable painting.
- Furnish kitchen with all kitchenware (plates, cups, etc.), microwave, coffee maker.

- Furnish flex spaces with tables, chairs, couches, plants, artwork, etc.
- Furnish storage areas with necessary shelving and storage solutions.
- Furnish flooring that can be safely maintained with disinfectants for high travel areas.
- Furnish increased fans and lighting for air circulation that is energy-efficient.

### **III. RFQ SCOPE – OUTDOOR COMMUNITY AREAS**

Extend the community rooms to the outdoors to allow for activities increasing opportunities for safe group activities in a healthy outdoor environment. All FFE items will be environmentally friendly, easily cleaned, and able to withstand the exterior environment.

The specific spaces/needs for the outdoor community rooms will include:

- Furnish outdoor areas with furnishings that will withstand the elements to include, including tables chairs, and benches.
- Shade structures include but are not limited to shade structures, umbrellas, or trellises.
- Trash receptacles and smoking areas appropriately distanced from entrances and windows.
- Outdoor activities such as chess, shuffleboard, or checkers, identify appropriate activities for the community activities.
- Additional energy-efficient lighting

### **IV. RFQ SCOPE – BCHA OFFICE SPACES**

**With staff returning onsite, office spaces will need to be upgraded to include safely distanced and easily disinfected spaces.**

The specific spaces/needs for the BCHA offices include:

- Furnish all offices with all necessary desks, chairs, and artwork, with consideration for ergonomic needs
- Furnish storage areas with necessary shelving and storage solutions.
- Environmentally responsible maintainable painting.
- Furnish flex spaces with tables, chairs, couches, plants, artwork, etc.
- Furnish storage areas with necessary shelving and storage solutions.
- Furnish flooring that can be safely maintained with disinfectants for high travel areas.
- Furnish increased fans and lighting for air circulation that is energy-efficient.

For all materials, BCHA emphasizes quality and durability. For all offices, an emphasis will be placed on comfortable, ergonomic designs for staff.

For all materials, BCHA emphasizes quality and durability. For all community rooms, an emphasis will be placed on comfortable, accessible designs so they can be utilized by aging adults or individuals with disabilities and or mobility issues.

For all exterior items, BCHA emphasizes quality and durability to withstand the environmental elements.

#### **V. RFQ SCOPE – PROPERTY FFE SPECIFICS**

- **Lydia Morgan** (senior housing) – located at 1450 Lincoln Avenue, Louisville, CO
  - Community room, kitchen, office and small exterior patio
- **Regal Square** (senior & disabled housing site) – located at 255 Regal Court, Louisville, CO
  - Community room, kitchen & office
- **Sunnyside** (family housing) – located at 403 East Street in Louisville, CO
  - Community room, kitchenette, office, and small exterior spaces
- **Josephine Commons** (senior housing) – located at 455 N. Burlington Ave, Lafayette CO
  - Offices (ergonomics for desks), exterior front and rear patio areas
- **Eagle Place** (senior & disabled housing) – located at 6782 79<sup>th</sup> Street, Niwot, CO
  - Community room and office
- **Casa de la Esperanza** (family) – located at 1520 S. Emery Street Longmont, CO
  - Community room, office and exterior space
- **Bloomfield** (senior & disabled housing) – located at 722 5<sup>th</sup> Ave., Lyons, CO
  - Community room and kitchenette
- **Walter Self** (senior & disabled housing site) – located at 335 Railroad Ave., Lyons, CO
  - Community room, kitchen, and office space
- **Prime Haven** (senior & disabled site) - located 170 E. 2<sup>nd</sup> Street, Nederland, CO
  - Community room, office, and exterior space

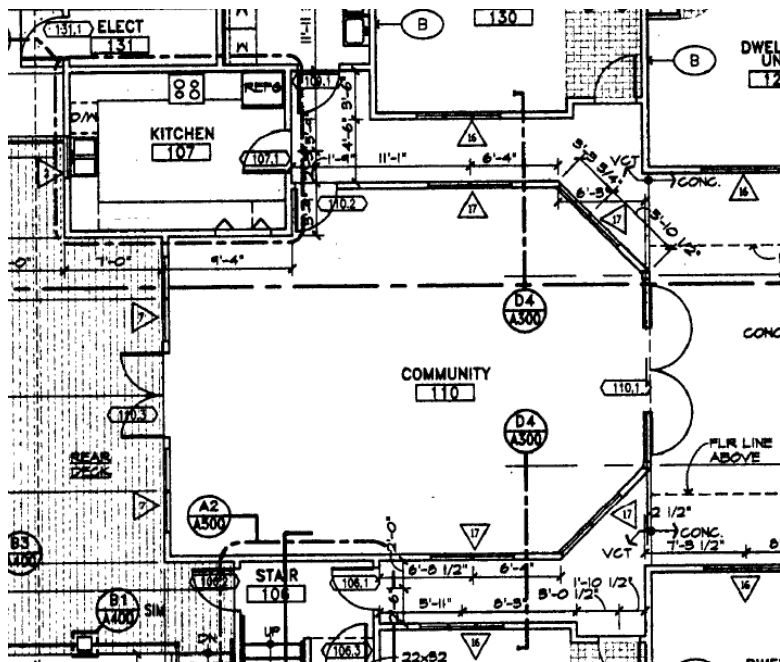


**Lydia Morgan (senior housing) - community room, kitchen & office:**

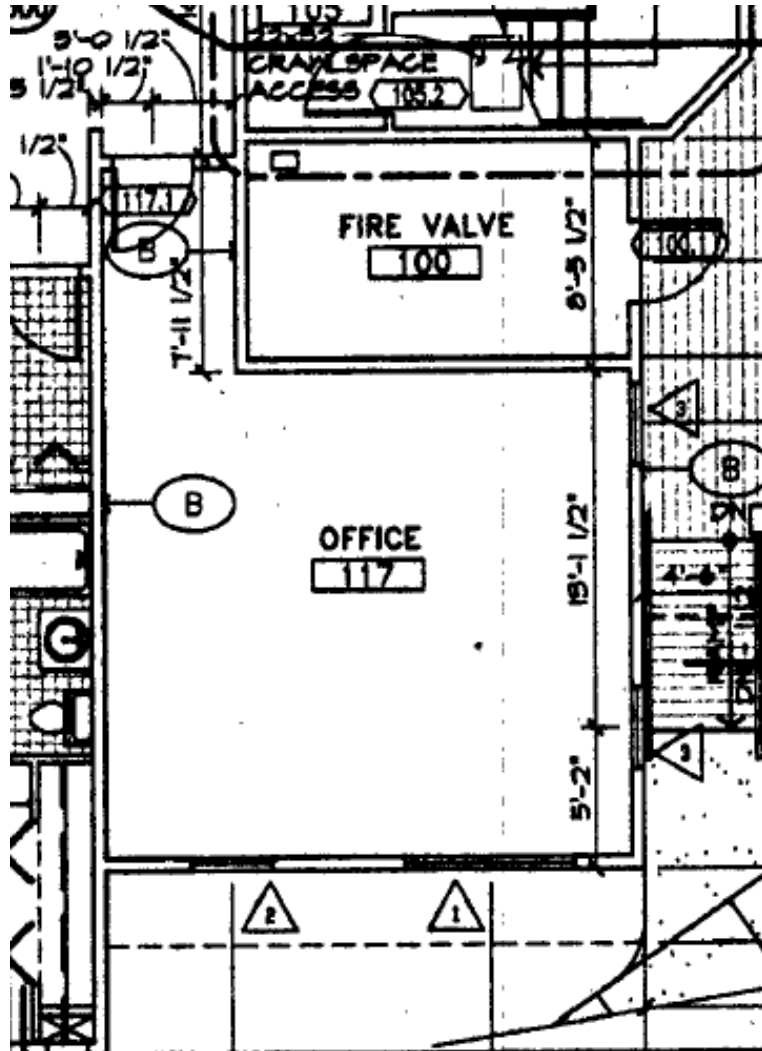
Lydia Morgan is a senior housing community located in Louisville, CO. It was built in 2012 and is comprised of 30 apartment homes, an office for 2 staff members, and a community room with an attached kitchen. The residents utilize the community room regularly for shared meals, card games, puzzles, and book swaps.

- Kitchen-190 Sq. Ft
- Office- 529 Sq. Ft
- Multi-Purpose community room- 190 Sq. Ft
- Laundry- 164 Sq. Ft.

**Lydia Morgan Community Room Floor Plan**



Lydia Morgan Office Space

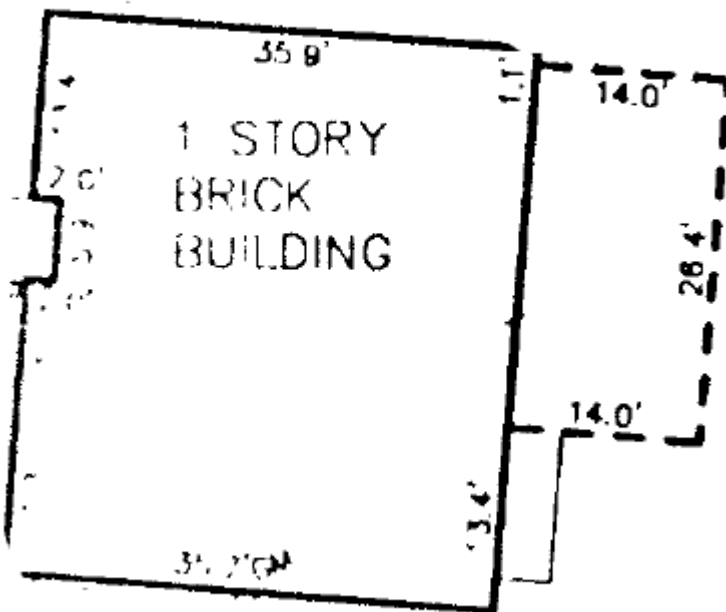


**Regal Square (senior & disabled housing) - community room, kitchen & office:**

Regal Square is senior housing community located in Louisville; CO. It was built in 1978 and is comprised of 30 of apartment homes, an office for 1 staff member, and a community room with attached kitchen and an attached porch.

- Approximately 1842 Sq. Ft.

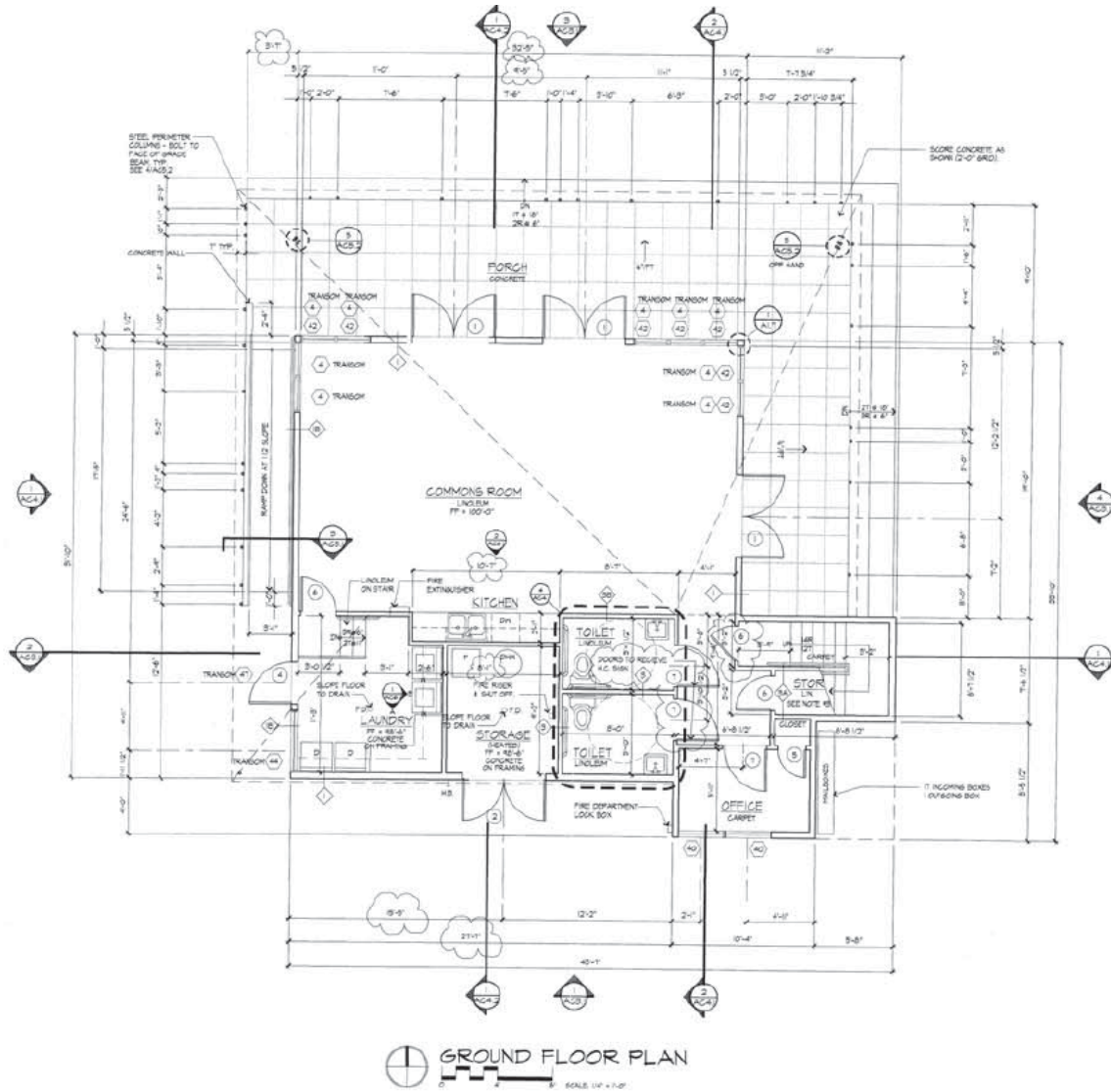
**Regal Square Community Room**

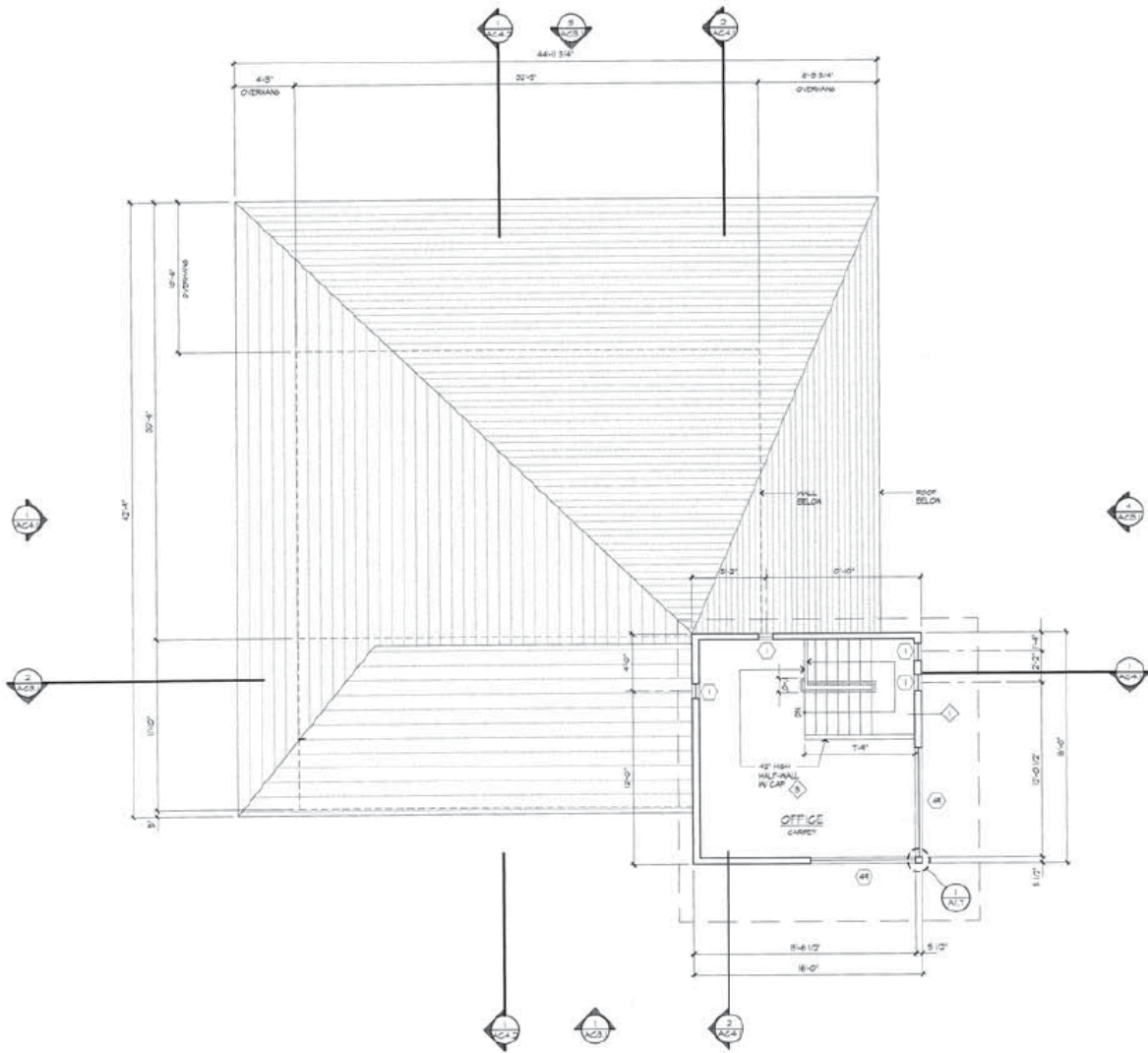


**Sunnyside (multi-family housing) - community room, kitchenette & office:**

Sunnyside is a mixed-age housing community located in Louisville, CO. It was built in 2000 and is comprised of 17 of apartment homes, an office for 1 staff member, and a community room with a kitchenette.

- Square footage
  - First Floor- 1195 Sf.
  - Second Floor- 256 Sf.



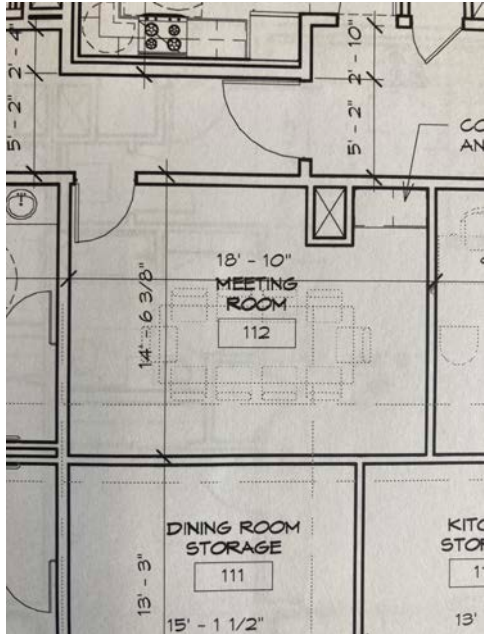



**SECOND FLOOR PLAN**  
 0 5' 10' SCALE: 1/4" = 1'-0"

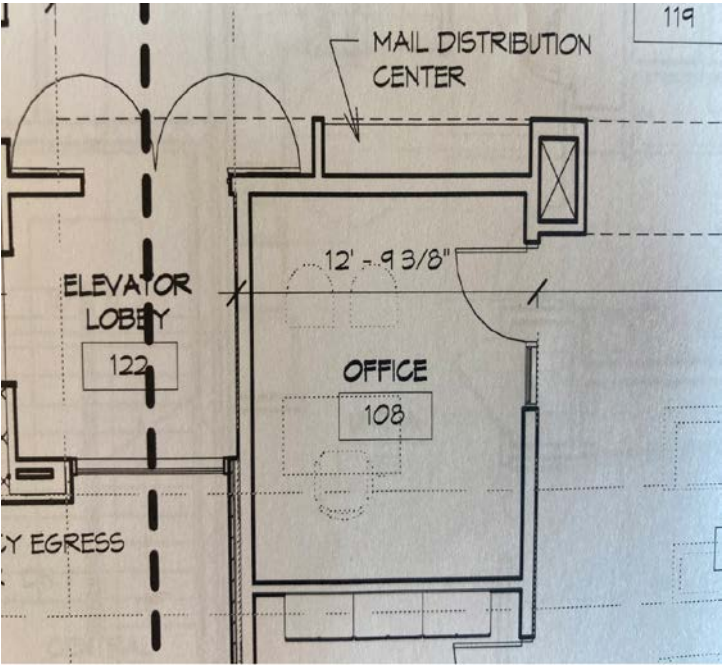
**Josephine Commons (senior housing) – ergonomic improvements in staff offices**

Josephine Commons is a low-income housing tax credit senior housing community located in Lafayette; CO. It was built in 2013 and is comprised of 74 apartment homes, and 2 offices for 2 staff members. The staff needs more ergonomic-friendly workstations. The current desks are shallow in-depth and do not have the option to adjust the height of the desk. Meeting room is being used as an office Sq. ft. Approximately 65.4 Sq. Ft.

**Josephine Commons Office Space- Approximately 65.4 Sq. Ft.**



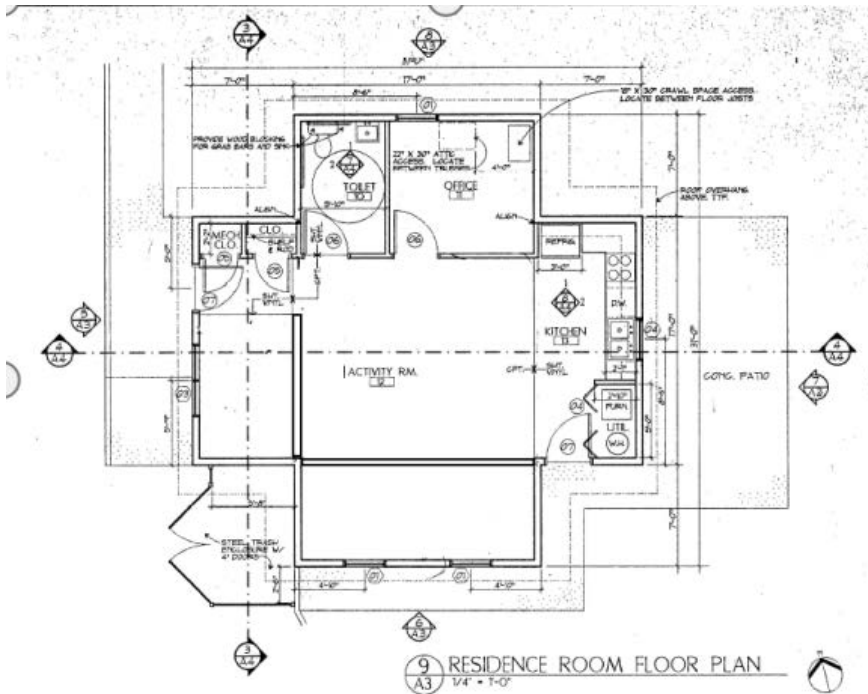
**Josephine Commons Office space**



**Eagle Place (senior & disabled housing) – community room and office**

Eagle Place is a senior community with three buildings including 12 units and a community room located in Niwot, CO. The community room needs furnishings and décor. It was built in 1997.

- 1523 Sq. Ft.
- Description of space

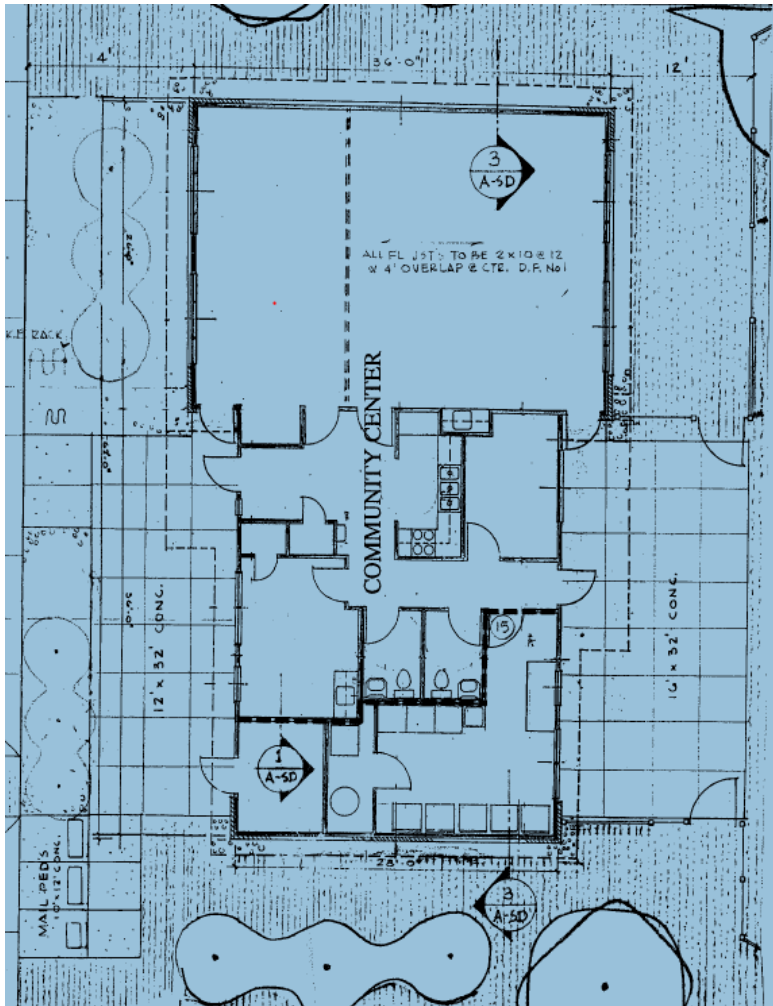




**Casa de la Esperanza (multi-family) - community room & office:**

Casa de la Esperanza is a family site, located in Longmont, CO. It is funded by Rural Development and is intended for households who work in Agriculture. It was built in 1993 and is comprised of 32 apartment homes, an office for 1 staff member, a community room, with a large commercial kitchen and a small computer lab, 2 restrooms and a large on-site laundry room. The community room needs new paint, flooring, furnishings and décor. The office needs a refresh with appropriate ergonomic desk set up, new furniture, paint flooring and décor. The building can accommodate up to 45 individuals. Activities at this site include: Robotics programming, Community food share, tutoring

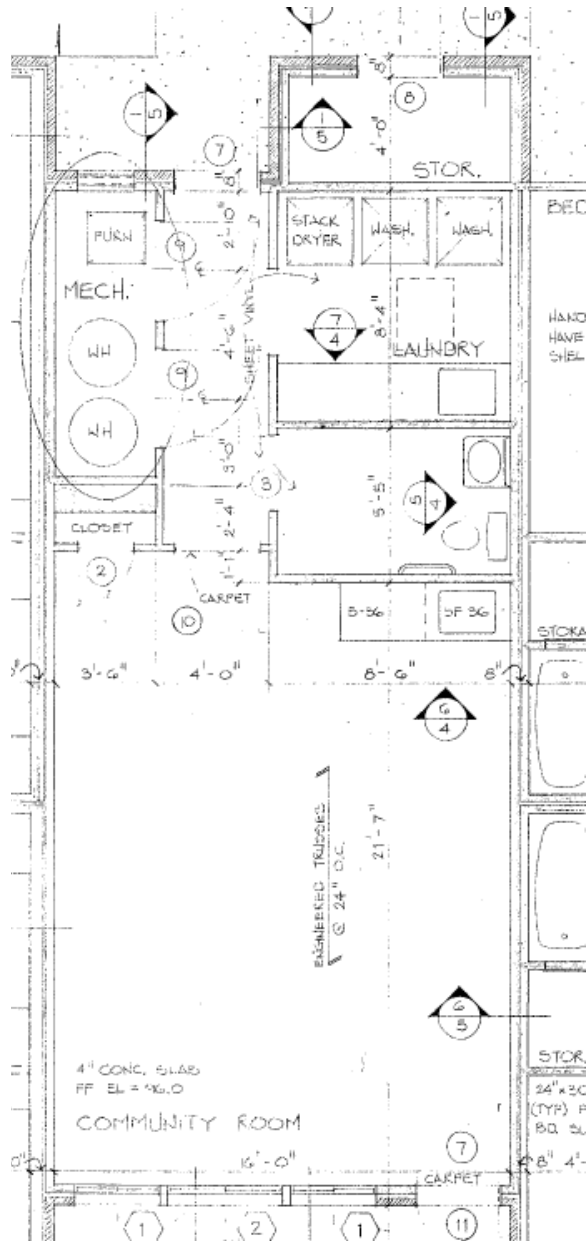
**Casa Esperanza, Community Center Plan – 3,714 Sq. Ft.**



**Bloomfield (senior & disabled housing)- community room & kitchenette:**

Bloomfield is senior housing community located in Lyons; CO. It was built in 1979 and is comprised of 8 of apartment homes, and small community room with attached kitchen and laundry machines. The space is currently furnished with 1 large conference table and chairs. It needs new furnishings that are more conducive to community building and activity rather than conference room furniture.

**Bloomfield Community room floor plan**

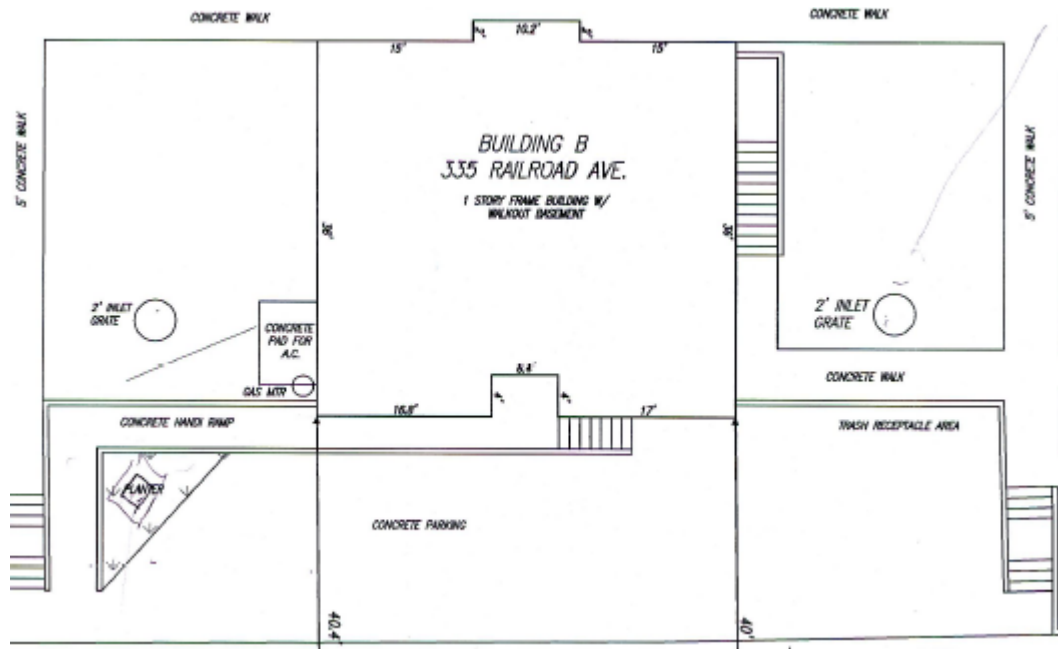


**Walter self (senior & disabled housing) - community room, kitchen, and office space:**

Walter Self is senior housing community located in Lyons; CO. It was built in 2006 and is comprised of 12 of apartment homes, an office for 1 staff member, and a community room with attached kitchen and an unfinished basement that provides storage for activities and supplies. It is utilized by the Town of Lyons in lieu of the presence of a local community center. It also provides meal service to seniors between 2-3 days per week. The meals are prepared off-site and served from the kitchen as a warming center. The community room itself overall is in good shape but needs furnishings and décor. 2,893 Sq. ft.

- Description of space

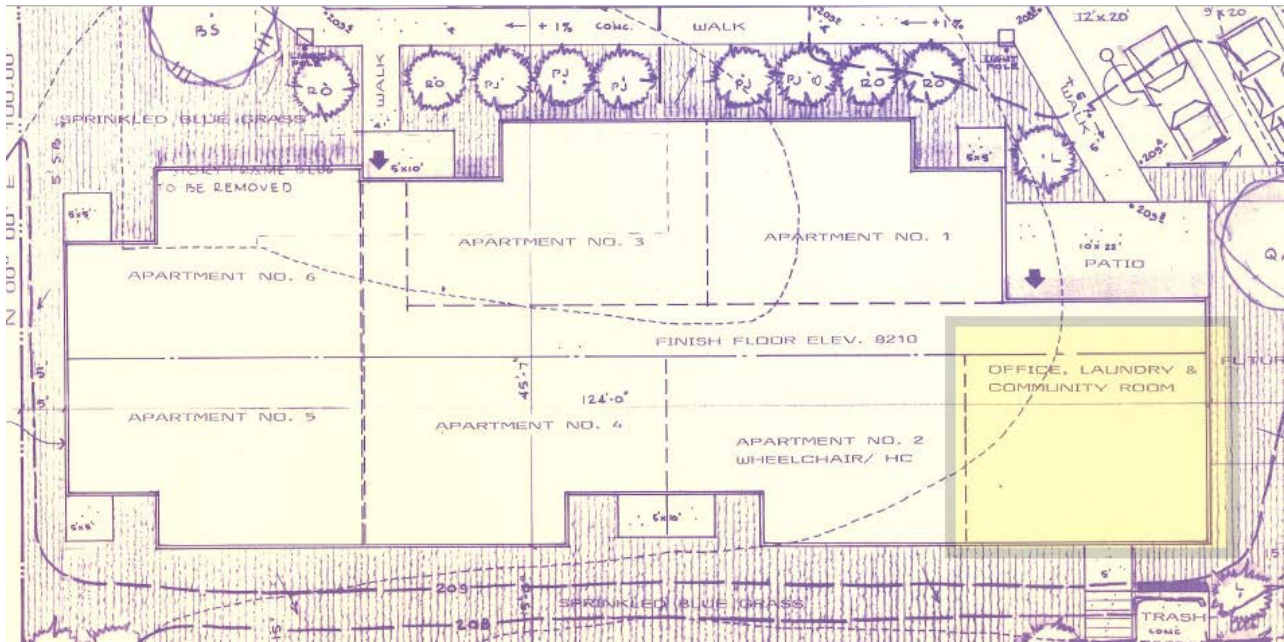
**Floor Plan; Walter Self**



**Prime Haven (senior & disabled) - community room & office:**

Prime Haven is a senior housing community located in Nederland; CO. It was built in 1959 and is comprised of 6 apartment homes, an office for 1 staff member, a small community seating area/nook, and a small laundry room. The space currently has carpet on the interior of the building in the nook and to access units.

**Prime Haven, Site plan**





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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.

#### **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

**Boulder County Housing Authority and Boulder County as Additional Insured: Boulder County Housing Authority and 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: Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic; **County of Boulder, State of Colorado, a body corporate and politic; the State of Colorado; Aspinwall, LLC, a Colorado limited liability company; Josephine Commons, LLC, a Colorado limited liability company; MFPH Acquisitions, LLC, a Colorado limited liability company; Kestrel I, LLC, a Colorado limited liability company, and Tungsten Village, LLC, a Colorado limited liability company, are named as Additional Insured.**

**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.



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## SUBMITTAL SECTION

The bidder’s attention is especially called to the items listed below, which must be submitted in full as part of the RFQ. 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.

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

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	Information on the relevant experience of key personnel
	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.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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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.



## SAMPLE CONTRACT

DETAILS SUMMARY		
Oracle Contract Number		
<b>Boulder County Housing Authority Contact Information</b>		
Department	Boulder County Housing Authority (BCHA)	
Mailing Address	P.O. Box 471, Boulder, CO 80306	
Contract Contact	Amanda Guthrie; Operations Manager <a href="mailto:aguthrie@bouldercounty.org">aguthrie@bouldercounty.org</a> <a href="mailto:HHScontracts@bouldercounty.org">HHScontracts@bouldercounty.org</a>	
Invoice Contact	Michelle Alexander <a href="mailto:bchainvoices@bouldercounty.org">bchainvoices@bouldercounty.org</a>	
<b>Contractor Contact Information</b>		
Contractor Name	[Contractor Name]	
Address	[Contractor Mailing Address]	
Contact	[Contractor Signatory Name and Title]	
Contact Email	[Contractor Signatory Email]	
Secondary Contact	[Secondary Contractor Contact, if applicable]	
<b>Contract Term</b>		
Start Date	[Start Date]	
Expiration Date	[End Date]	
Final End Date	[End Date plus 4 years]	
<b>Contract Amount</b>		
Contract Amount	[Contract Amount]	Choose an item.
<b>Brief Description of Work</b>		
[Brief Description of Work - write out abbreviations]		
[Remove the note below if this is NOT a continuing services contract.]Note: For Continuing Services Contracts, work shall be assigned on a project-by-project basis according to the terms of this Contract. The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.		
<b>Contract Documents</b>		
a. Formal Procurement (RFP/Bid/SOQ) No. [7261-21] (the "Bid Documents") [remove if not applicable]		
b. Contractor's proposal in response to the Bid Documents (the "Proposal") [remove if not applicable]		
c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") [remove if not applicable]		
d. Fee Schedule, attached as Exhibit B (the "Fee Schedule") [remove if not applicable]		
e. [add any additional documents]		
<b>AUTHORITY INTERNAL USE ONLY</b>		
<b>Purchasing Details</b>		
Bid Number	[7261-21]	
BOCC Bid Award Date	[Date formal bid was approved by BOCC]	
Bid Process Used	Choose an item.	
Purchasing Notes	[Document quotes obtained. Provide justification if lowest-priced vendor was not selected.]	
COVID-19	No	
<b>Contract Notes</b> (Additional information not included above)		

THIS CONTRACT ("Contract") is entered into by and between the Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic ("Boulder County Housing Authority" or "Authority") and [Contractor Name] ("Contractor"). Authority 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 Authority 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 (i) in a good and workmanlike manner, (ii) at its own cost and expense, (iii) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (iv) in strict accordance with the Contract. Authority and its representatives shall have access to the Work at all times.

a. Contractor shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

b. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Contractor warrants that all materials incorporated into the Work will be new unless otherwise specified.

c. Contractor shall at all times enforce good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to such person. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the Work to ensure safe conditions on the premises at all times. Contractor shall comply with all laws, regulations, ordinances, rules, and orders of any public authority bearing on the safety of persons and property. In the event that Authority notifies Contractor of any unsafe conditions or practices, Contractor shall immediately take all actions required to remediate them at no expense to Authority. Authority reserves the right to immediately suspend the Work in the event of imminent hazard, as determined by Authority.

d. At all times, Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Work, Contractor shall remove all of its waste materials and rubbish from the premises, as well as its tools, construction equipment, machinery and surplus materials.

e. Contractor shall confine operations on the premises to areas permitted by law, ordinances, permits, this Contract, and as directed by Authority, including storage of any materials or equipment.

f. Any claim for an increase in the **Contract Amount** shall be made and generally described by Contractor in writing and delivered to Authority promptly, in no event later than thirty (30) days after the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered to Authority within sixty (60) days after such occurrence and shall be accompanied by Contractor's written statement that the amount claimed covers all known amounts to which Contractor is entitled as a result of the occurrence of said event. All claims for increase in the **Contract Amount** shall be determined by Authority if the Parties are unable to otherwise reach agreement on the claim.

g. Before ordering any materials or doing any Work, Contractor shall verify all measurements for the Work and shall be responsible for the correctness of same.

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, Authority 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 Authority upon request. Contractor must submit an invoice to the Authority 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 Housing Authority" 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**. Authority 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. Authority may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. Authority'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. Authority, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from Authority.

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 Authority that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: Authority 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 Authority and interference with Authority operations. Contractor will otherwise set its own work schedule. Contractor shall promptly notify Authority of any aspect of the Work that will not be delivered or accomplished according to the initial 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 Authority, Boulder 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. Authority and Boulder 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. Authority 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 Authority, Boulder 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 Authority 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 Authority 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, Authority 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, Authority 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. Authority 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, Authority 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, Authority 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 Authority property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the Authority, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on Authority 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 Authority 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 Authority 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 Authority 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, Authority 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: Authority may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the Authority 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 Authority.

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

c. Deny Payment: Authority 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 Authority in its sole discretion. Upon Authority request, Contractor will promptly refund any amounts prepaid by the Authority with respect to such non-compliant Work.

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

17. Binding Arbitration Prohibited: Authority 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 Authority 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 Authority 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 Authority to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Authority.

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 Authority. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the Authority for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract. Contractor shall not contract with a person or entity to whom Authority has made a reasonable objection.

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: Authority 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 Authority's and Boulder 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 insuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Contractor shall promptly notify Authority if any drawings or specifications are at variance with any laws, regulations, ordinances, or codes. If Contractor performs any Work contrary to such laws, regulations, ordinances, or codes, Contractor shall bear all costs arising therefrom. Authority approval of the Work or any aspect of Contractor's performance, such as drawings, specifications, 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 Authority if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: Authority is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the Authority, and the Authority shall not be liable to pay any taxes imposed on Contractor. Authority 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 Authority 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 Authority. 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 Authority all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the Authority in commercial advertising without prior written consent of the Authority. 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 Authority 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 Authority, 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 Authority. Authority may set reasonable conditions on any disclosure authorized by the Authority 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: All construction, deconstruction, remodel, and office move projects are required to follow construction waste procedure modeled off of Boulder County BuildSmart Code, International Green Construction Code (IGCC), International Energy Conservation Code (IECC), and Leadership in Energy and Environmental Design (LEED) certification, as an effort to achieve maximum jobsite waste diversion, energy efficiency, and water conservation. All 'demolition projects' are to follow deconstruction procedures. Instead of demolition project materials being crushed and primarily sent to the landfill, these projects should be systematically dismantled, typically in the opposite order they were constructed, in order to maximize the salvage of materials. Any hazardous materials encountered should follow state and federal standards, and contractor shall leverage the Boulder County Hazardous Materials Management facility for hazardous materials. The development of a project diversion plan is encouraged to include material types and volume/weight estimations as well as planned destinations. Projects must track all jobsite waste.

41. Limitation of Liability: AUTHORITY AND BOULDER 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. AUTHORITY'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 AUTHORITY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Authority Opportunity to Review: Contractor shall provide Authority with the opportunity to review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings,



Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

43. Notice to Proceed: The Parties agree that time is of the essence and work will begin after a "Notice to Proceed" has been issued by the Authority and in accordance with the terms therein.

44. Retainage: Authority may retain partial payment pending completion and Authority acceptance of the Work as satisfactory and fully and finally complete. For contracts that exceed \$150,000, the retention rate shall not exceed five percent (5%). C.R.S. § 24-91-103. Contractor is responsible for submitting a final invoice for any retainage held by Authority. If It becomes necessary for Authority to take over completion of the Work, all of the amounts owing to Contractor, including the withheld percentage, shall be applied: First, towards completion of the Work; second, towards performance of the withholding requirement set forth in C.R.S. § 38-26-107; third, to the surety furnishing bonds for the Work, to the extent such surety has incurred liability or expense in competing the Work or made payments pursuant to C.R.S. § 38-26-106; then, to Contractor. Such retained percentage as may be due to Contractor shall be due and payable as provided by C.R.S. § 38-26-107.

45. Bonds: Upon Authority's request, Contractor shall obtain and deliver to Authority payment and performance bonds each equal to 100% of the total Contract. Bonds shall be executed by a qualified corporate surety and must be acceptable to Authority. Authority reserves the right to accept other acceptable forms of surety in lieu of a bond, and to reduce the bond requirements set forth herein consistent with C.R.S. § 38-26-106.

46. Change Orders: If unforeseen modifications or changes are required, Contractor may submit a Change Order request to Authority, which must include a complete description, timeline, and fee schedule for the proposed work. Change Orders are not effective until approved by Authority in writing.

47. No Suspension or Debarment: Contractor certifies, and warrants for the duration of this Contract, 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.

48. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this provision. HVAC, roofing, and general contractors must be licensed through Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to Authority prior to Contractor beginning the Work.

49. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Contractor must comply with the requirements of MS4 permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

50. Guaranties and Warranties: Upon completion of the Work, Contractor will provide Authority with a written guaranty covering all labor, materials and workmanship incorporated into the Work for one (1) year, or within any such longer period of time as may be prescribed by law, the specifications, or any other applicable special warranty required by the **Contract Documents**. Final payment upon full and final completion of the Work will not relieve Contractor of responsibility for faulty material or workmanship, which Authority may require Contractor to fix at Contractor's sole expense, in addition to Authority's other remedies. This provision shall apply to Work completed by Contractor's employees and subcontractors.

51. Final Payment: A final inspection of the Work shall be conducted by Authority. If a list of deficiencies results from such final inspection, Contractor shall promptly rectify all items appearing thereon before final payment will be made. When Authority indicates acceptance of the Work, Contractor may request final payment from Authority, including any retained amounts. Final payment shall be subject to C.R.S. § 38-26-107.

52. Notice of Final Settlement: Prior to remitting final payment to Contractor, Authority shall publish a Notice of Final Settlement in accordance with C.R.S. § 38-26-107. Final payment will be rendered in accordance with the statute and the other terms of this Contract. Final payment will not be rendered until Authority, in its sole discretion, determines full and final completion of the Work.

53. Geographic Information System (GIS) Data: Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the Authority:

a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the Authority.

b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wpcontent/uploads/2018/03/metadata-standards-contractors.pdf>

c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary.

d. All spatial or georeferenced data will be provided to the Authority in the following coordinate system:

i. Name:  
NAD 1983 HARN State Plane Colorado  
North FIPS 0501 Feet

ii. Unit:  
Foot US

iii. Projection:  
Lambert Conformal Conic

iv. Horizontal Datum:  
North American Datum 1983 HARN

v. Vertical Datum:  
North American Vertical Datum 1988

vi. Spheroid:  
GRS 1980

e. Contractors are responsible for capturing section corners or quarter corners for specific projects to be added into the Public Land Survey System (PLSS) project for updating the section corners, Contractors shall provide high-accuracy PLSS monument coordinates for each corner section or quarter corner section monument used as control points or that occur within the project area ("putting it on the cap") as is reasonable, depending on the difficulty to access the point. All positions to be collected shall be required to use (at a minimum) the Real-Time Kinematic (RTK) method.

54. State Specifications: The Standard Specifications for Road and Bridge Construction 2017, either in whole or as set forth in the Bid Documents, are expressly incorporated into this Contract by reference.

55. Determination of Unit Prices: Authority will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The Parties will review the Authority's preliminary determinations before Authority renders a written decision thereon (by recommendation of an Application for Payment or otherwise), which shall be final and binding upon Contractor. The value of any Unit Price Work covered by a Change Order or claim for an increase or decrease in the Contract Amount shall be determined by applying the unit prices to the quantities of items.

a. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Parties agree that the Contract Amount includes the total cost of Unit Price Work, determined by multiplying the quantity of each item by its unit price. Initial quantity determinations are estimates, which must be adjusted to reflect actual quantities. Contractor shall make a claim in writing to Authority for any additional amounts owed where actual quantities exceed estimated quantities. Contractor shall provide such written claim within twenty (20) days of providing the items and shall be accompanied by supporting documentation. The written claim shall include a statement that the claimed amount covers all known amounts (direct, indirect and consequential) to which Contractor is owed. Authority shall only pay Contractor for actual quantities of items provided hereunder.

b. The Parties agree that each unit price adequately covers Contractor's overhead and profit for each item.

56. Records Retention/Access/Audits: Contractor shall maintain all records and documents pertaining to this Contract in accordance with the requirements prescribed by Authority. Such records shall be maintained for a period of five (5) calendar years after the date of Contractor's final payment from Authority under this Contract. Contractor agrees that Authority or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract as necessary and upon request, throughout the term of this Contract, and for five (5) calendar years after the date of the final payment hereunder. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Authority and Contractor acknowledge that protected information is exempt from this requirement without proper client release.

57. 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.

58. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the Authority 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 Authority. Contractor will forward Certificates of Insurance directly to the [HHScontracts@bouldercounty.org](mailto:HHScontracts@bouldercounty.org).

a. Boulder County Housing Authority as Additional Insured: Boulder County Housing Authority, Boulder County, the State of Colorado, Aspinwall LLC, Josephine Commons LLC, MFPH Acquisitions LLC, Kestrel I, LLC and Tungsten Village LLC 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**: *Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic; County of Boulder, State of Colorado, a body corporate and politic; the State of Colorado; Aspinwall, LLC, a Colorado limited liability company; Josephine Commons, LLC, a Colorado limited liability company; MFPH Acquisitions, LLC, a Colorado limited liability company; Kestrel I, LLC, a Colorado limited liability company, and Tungsten Village, LLC, a Colorado limited liability company, are 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 Authority 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 Authority 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 Authority: Authority is not required to maintain or procure any insurance coverage beyond the coverage maintained by the Authority in its standard course of business. Any insurance obligations placed on the Authority 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 Authority.

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 Authority, 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 Authority, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The Authority requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

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

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

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

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.

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. Authority shall be named as an additional insured for ongoing operations and completed operations.

**[Signature Page to Follow]**

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

<b>SIGNED for and on behalf of Contractor</b>	
Signature:	Date:
Name:	Title:
<b>SIGNED for and on behalf of Boulder County Housing Authority</b>	
Signature:	Date:
Name:	Title:
Attester Signature:	Date:
Name:	Title:
Approved as to Content and Form:	Date: