



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

**REQUEST FOR PROPOSAL**  
**COVER PAGE**

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RFP Number:	<b>7269-21</b>
RFP Title:	<b>Willoughby Corner Construction Manager/General Contractor (CM/GC)</b>
Optional Pre-Proposal Meeting:	Wednesday, September 22, 2021 - 9:00 a.m. MDT Southwest of the Corner of 120th St & E Emma St, Lafayette, CO 80026
RFP Questions Due:	Monday, September 27, 2021 - 2:00 p.m. MDT
Responses and Addendum Issued:	Monday, October 4, 2021
Proposals Due:	Monday, October 11, 2021 - 2:00 p.m. MDT
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist and Requirements Evaluation Criteria Sustainability Questionnaire Signature Page Attachment A: Preliminary Plan [excerpt] Attachment B: Sample Contract



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## **PROPOSAL INSTRUCTIONS**

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

Boulder County Housing Authority's (BCHA) mission is to sustainably maximize access to and maintain quality affordable housing for residents of Boulder County, including middle-, low-, and very-low-income community members. We believe everyone has the right to live in a safe, affordable home, and we develop our projects with the understanding that housing stability can improve health, success in school and work, and the strength of our community.

Amid skyrocketing housing prices across the Front Range, BCHA is building a new neighborhood of diverse housing options to help the City of Lafayette and the broader region achieve important goals addressing the lack of housing affordability. Willoughby Corner will bring 400 new permanently affordable homes to Lafayette in a variety of housing types including duplexes, townhomes, multi-family apartments, and permanently affordable for-sale (owner occupied) residences. The project will include significant site improvements and resident amenity space. The planned housing site is an undeveloped 24-acre parcel located southwest of 120th and East Emma Streets, ideally situated near important services and the town center. These homes will be financed primarily with low-income housing tax credits (LIHTC) through the Colorado Housing Finance Authority (CHFA) along with Private Activity Bonds.

BCHA seeks proposals from qualified Construction Manager/General Contractors (CM/GCs) to provide a.) pre-construction, b.) construction, and c.) construction administration services for Willoughby Corner. We invite firms who work collaboratively, think creatively, and build with agility and skill, to submit a proposal. This RFP specifies the full scope of services but please be advised: **an award of a pre-construction services contract under this RFP does not guarantee an award of a construction and administration services contract.** BCHA reserves the right to contract for the construction phase under this RFP, or through a separate procurement process.

## 2. Optional Pre-Proposal Meeting

Interested firms are invited to walk the site and meet representatives from the development team. While it may be useful for proposers to visit the site, this meeting is non-mandatory, attendance is *not* considered in the selection criteria. Any questions and information discussed at the pre-proposal meeting will be published as an RFP addendum.

The meeting will be held outdoors. In consideration of COVID-19, we respectfully request you wear a mask if you are feeling unwell, have been around people who are sick, or are unvaccinated.

If you are unable to attend the meeting, you may visit the site on your own time via public roads. Please be respectful of our neighbors.

Meeting time: September 22, 2021, 9:00 a.m.

Meeting location: Southwest of the Corner of 120th St & E Emma St, Lafayette, CO 80026. On the west side of the site as indicated by red star. Park along Canterbury Dr (one way, access via Puma Dr.). GPS coordinates 39.992690, -105.075653.



VICINITY MAP

### 3. Written Inquiries

All inquiries regarding this RFP 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. **September 27, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **October 4, 2021**.

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

### 4. 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 October 11, 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 **RFP # 7269-21** in the subject line.

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

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

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

other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado 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 and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage 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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### **Willoughby Corner Project Details**

Parcel No. 157502420001, City of Lafayette, Colorado

24 Acres – significant site improvements include paved roads, roundabouts, surface parking and sidewalks; community gardens, park space, trails, and green space

400 Dwelling Units - 30 Duplexes, 130 Townhomes, 240 Multifamily Apartments

2 Community Buildings + Mobility Hub – approximately 11,000 sf total

### **Project Information References**

Preliminary Plan Submission to the City of Lafayette (March 27, 2020) -

<https://assets.bouldercounty.org/wp-content/uploads/2020/04/willoughby-corner-preliminary-plan.pdf>

Project Narrative - <https://assets.bouldercounty.org/wp-content/uploads/2020/04/willoughby-corner-cover-letter.pdf>

Project website - [www.willoughbycorner.org](http://www.willoughbycorner.org)

CHFA QAP - [https://www.chfainfo.com/arh/lihtc/LIHC\\_Documents/2021-QAP.pdf](https://www.chfainfo.com/arh/lihtc/LIHC_Documents/2021-QAP.pdf)

Enterprise Green Communities Criteria - <https://www.greencommunitiesonline.org/>

### **Project Team**

Master Planning & Landscape Design – Norris Design

Community Engagement – The Pachner Company

Architect – HB&A Architecture and Planning

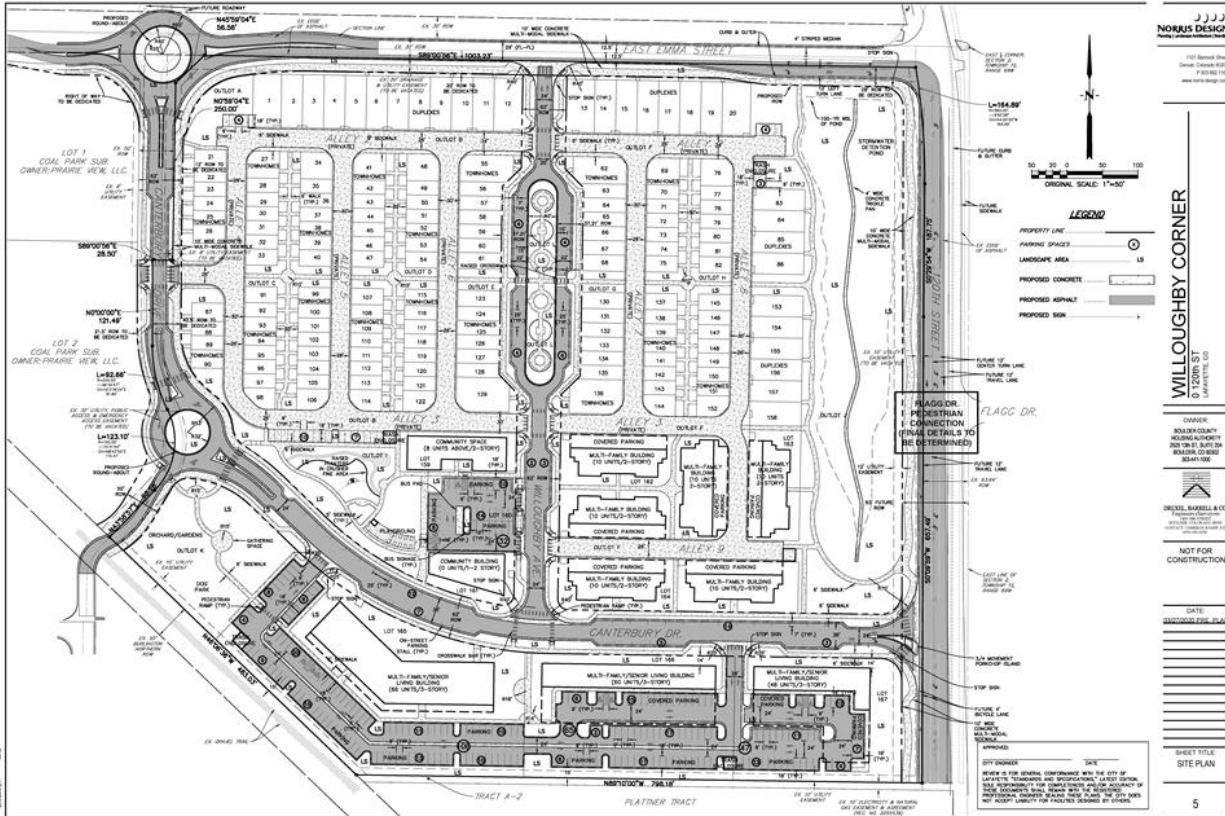
MEP Engineering – Farnsworth Group

Sustainability and EGC Consultant – Group 14

Civil Engineering & Survey – Drexel, Barrell & Co.

Transportation Consultant – Kimley-Horn





Preliminary Site Plan

**Project Development Schedule**

The following timeline will be refined and is subject to change after further coordination with the architect, CM/GC and financial consultants.

City of Lafayette Entitlements	September 2019 - Q2 2022
Design	Q3 2021 – Q2 2022
CHFA LIHTC application	August 2022
CHFA LIHTC Initial Determination/Award	November 2022
Funding Commitments from Lenders/Investor	Q3 2022
Finalize construction drawings/project financing	October 2022
Permitting (Phase 1)	Q3 2022
Financial closing	December 2022
Construction Start (Phase 1)	Q1 2023

**RFP Scope**

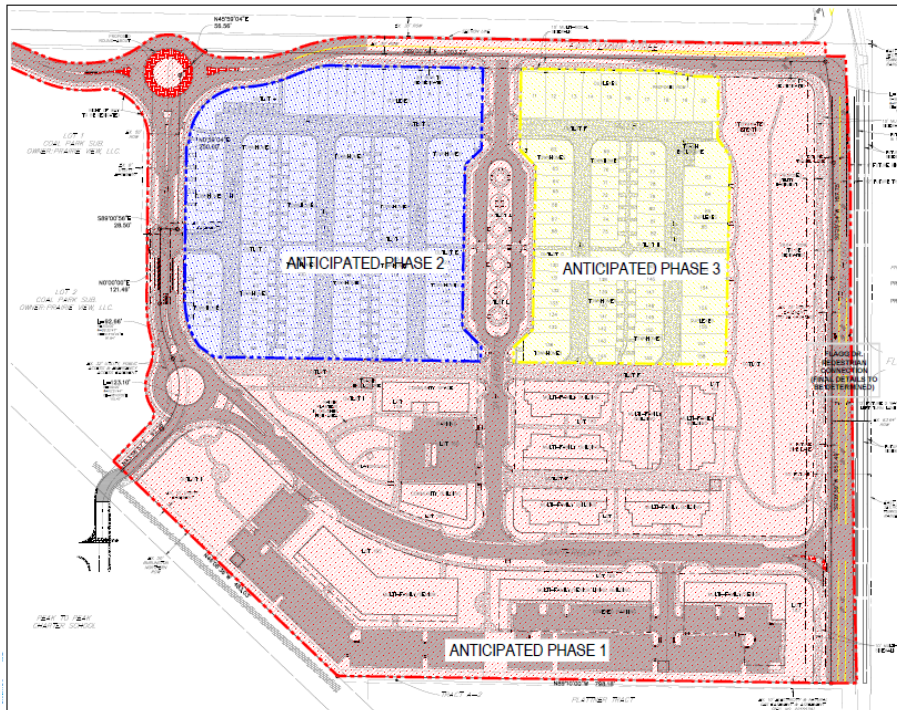
The selected firm will collaborate with BCHA staff, architects, land planners, and other professionals on the development of cost-effective designs for horizontal and vertical construction of the Willoughby Corner neighborhood. The selected CM/GC will be closely involved with the design process and will be responsible for many critical pre-construction tasks

including but not limited to: preparing construction cost estimates; managing value engineering exercises; advising on constructability, sustainability and best practices; assisting with funding applications; and identifying efficient development phasing plans.

The project will be designed and constructed in alignment with BCHA’s core goals of affordability and sustainability. Site improvements and structures may incorporate renewable energy technologies such as geothermal heating and cooling, photovoltaic electric panels, and solar thermal heating. The affordable rental portions of the project must meet the Enterprise Green Communities (EGC) criteria as required by CHFA and the project may possibly be submitted for LEED® certification, depending on additional funding sources yet to be awarded.

Construction is planned in three preliminary phases (see Attachment A, Phasing Plan):

- Phase 1 – Site work, senior and multi-family residential, 2 community buildings
- Phase 2 – Townhome and duplex homes
- Phase 3 – Townhome and duplex homes
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Anticipated Phasing Plan

The selected CM/GC for the initial contract will be retained for pre-construction services on the entire site to ensure a comprehensive approach to utilities, roads, stormwater management, etc. BCHA intends to enter a Guaranteed Maximum Price (GMP) agreement for the site work, utilities and infrastructure for the full site, and vertical construction of Phases 1 and 2. We will likely pursue a separate builder for Phase 3 as the for-sale homes may have different funding criteria, ownership structure and builder requirements.

The services to be provided by the CM/GC can be generally divided into three categories: [A] pre-construction services; [B] construction services; [C] administration services.

It is likely the firm selected to provide pre-construction services will be hired to construct Phases 1 and 2, but please be advised: **an award of a pre-construction services contract under this RFP does not guarantee an award of a construction and administration services contract.** BCHA reserves the right to contract for construction and administration services under this RFP or through a separate procurement process.

Following is a detailed scope and description of responsibilities for the selected CM/GC. Refer to AIA 133-2019 for additional services that may be required upon contract.

**A. Pre-Construction Services**

Upon award of a contract, the CM/GC will be expected to provide the following pre-construction services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals and firms performing work and services of similar nature:

1. Partnership  
Work collaboratively with BCHA development staff, the architect, land planner, engineers, community engagement consultant, and other professionals to develop the project within the framework of BCHA’s mission to provide affordable, sustainable housing.
2. Constructability Review, Technical Assistance & Risk Assessment  
Provide professional recommendations, technical feasibility analysis, risk assessment, and value engineering guidance on site design, architectural, civil, structural, mechanical, electrical, energy efficiency, and other systems to help meet BCHA’s goals of sustainability and affordability. Review documents at each design phase and provide redlines and feedback on drawings, technical details, product data, and specifications.
3. Estimating & Financials  
Prepare cost estimates at each drawing submission phase to provide the team with real-time costing information critical to the design process. Estimates will be a valuable tool for delivering a quality project within a fixed budget. Develop a list of allowances and alternatives with BCHA.

Design Phase	Plans / Specifications	Estimate Format
Concept Design	Area plans / Narratives	SF costs
Schematic Design	SD drawings / Narratives	CSI Division
Design Development	DD drawings / Outline specs	CSI Division, take-off estimates
Pre-bid CDs	Construction documents / Full specs	CSI Division, detailed take-offs

4. **Low-Income Housing Tax Credit Application**  
The CM/GC will assist the development team with various sections of the 4% LIHTC application to CHFA including the construction schedule, cost analyses of infrastructure, site work and buildings, and portions of the Development Budget.
5. **Phasing & Scheduling**  
Create a construction schedule with a critical path, float, milestones, and date of substantial completion and close out. Provide guidance on the site import/export of material, utility and infrastructure construction, and construction phasing plan for all phases of Willoughby Corner. Provide a construction logistics plan showing minimized impact on adjacent and vicinity neighbors.
6. **Sustainability**  
Advise the project team on cost-effective implementation of sustainable technologies and green building measures including geothermal, prefabricated and off-site manufacturing, and photovoltaic systems. BCHA welcomes innovation in the effort to build sustainably and will encourage the team to go above and beyond the required Enterprise Green Communities criteria where budget allows. The CM/GC will be responsible for being familiar with criteria and providing technical feedback.
7. **Compliance**  
The CM/GC will be responsible for addressing all issues requiring compliance with applicable laws, building codes, regulations, and requirements necessitated by the work and BCHA, which includes compliance with any requirements set forth by the by Low Income Housing Tax Credit (LIHTC) program. The selected firm will be responsible for reviewing drawings for ADA and UFAS compliance, and will provide the team with “lessons learned in the field” as it relates to construction of accessible buildings.
8. **Pre-Construction Coordination**  
Work with the development team to facilitate coordination with utility service providers, postal service, DOT, RTD, and other agencies as required to begin construction. As required, the CM/GC will participate in pre-construction conferences with City of Lafayette staff, BCHA and others. The CM/GC will assist BCHA in identifying and pre-purchasing long lead time materials.

## **B. Construction Services**

**An award of a pre-construction services contract under this RFP does not guarantee an award of a construction and administration services contract.** BCHA reserves the right to contract for construction and administration services under this RFP or through a separate procurement process. Upon award of a contract, the CM/GC will be expected to provide the following construction services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals and firms performing work and services of similar nature:

1. Guaranteed Maximum Price

Upon completion of construction documents the CM/GC will prepare and submit a cost estimate to establish a Guaranteed Maximum Price (GMP) for the entire cost of each phase of construction of Willoughby Corner. The GMP cost estimate will include but not be limited to: hard construction costs, CM/GC scope of work, general conditions, bonds, allowances, contingencies, overhead, and profit. The CM/GC will be responsible for providing Payment, Performance, and Maintenance Bonds in the full amount of the Guaranteed Maximum Price, as defined in AIA Document A133 – 2019.

2. Bidding

In coordination with BCHA, the selected firm will solicit subcontractor bids for all work items and make recommendations for the selection of subcontractors and suppliers. Subcontractors are to be selected to ensure best quality is achieved within budget. The CM/GC will be responsible for writing subcontracts and purchase orders for all elements of the work, ordering materials, and completing buy-out as required to achieve overall project schedule. Project assumptions include sales and use tax exempt and Davis-Bacon residential wages.

3. Construction Management

Provide overall on-site management and coordination of construction activity and maintain site safety including OSHA requirements. The CM/GC is responsible for performance of all construction means, methods, techniques, sequences, and procedures. The CM/GC will provide continuous, full-time observation and inspection of the work and shall have the authority and responsibility to reject noncompliant work and to require the subcontractors to remove and correct all noncompliant work and materials.

4. Closeout

Perform all duties to complete and closeout Willoughby Corner including removing all construction debris, materials, and equipment from the site and buildings; obtaining all necessary Certificates of Occupancy; completing punch list items to the satisfaction of BCHA; ensuring all contract requirements have been met and lien waivers are received; passing all testing and inspections; delivering operation and maintenance manuals and video training on building systems; training property management staff as requested; and assisting with facility startup.

5. Warranty Period

The selected CMGC will provide a one-year Contractor's Warranty covering materials and workmanship. Public right-of-way improvements are subject to the City of Lafayette's three-year warranty period. Provide additional warranties and guarantees as requested by BCHA and the Architect.

### **C. Administration Services**

Upon award of a contract, the CM/GC will be expected to provide the following administration services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals and firms performing work and services of similar nature:

1. Coordination of weekly construction progress meetings and distribution of minutes.
2. Maintain organized project documentation and change management.
3. Submit information on forms, compliance reporting and certifications as required by BCHA's lenders, investors, CHFA, HUD, the City of Lafayette, and other stakeholder groups.
4. Coordination of all trades, subcontractors, consultants, and other disciplines including licenses, insurance and other documentation as needed by BCHA.
5. Coordination and scheduling with all municipal agencies, utilities, and other public entities necessary to complete the project.
6. Preparation of monthly project reports inclusive of timelines and budget information.
7. Preparation of full project milestone schedule and 3-week construction schedules.

Upon substantial completion of the project, the CM/GC will be required to provide BCHA with deliverables including, but not limited to, the following:

1. Certificates of Occupancy.
2. As-built drawings and specifications (redline and electronic file).
3. Operations & Maintenance Manuals and training videos for BCHA property managers and maintenance staff.
4. Warranty of work for a minimum of one (1) year.
5. Warranties and guarantees applicable to all appliances/equipment.

### **D. General Considerations**

#### **Software Capabilities**

Use of Revit is encouraged as a tool for collaborating with the design team during pre-construction, for use in producing detailed estimates, and for clash detection during construction. The CM/GC will receive access to BIM models. The selected firm will work with BCHA to install a time lapse construction camera or find alternative methods of regularly documenting progress over the duration of the construction. Procore or another industry standard construction management software is to be used during construction.

#### **Section 3 and Small, Minority, and Women's Business Enterprise (SMWBE)**

Section 3 and SMWBE goals apply. BCHA and any the selected CM/GC shall, to the greatest extent feasible, ensure that employment and other economic opportunities are made available for low- and very low-income persons, particularly those who are recipients of government assistance for housing. BCHA will provide practicable opportunities for small and disadvantaged businesses to compete and participate as prime and subcontractors while ensuring that the agency procures supplies and services at fair market prices.

### **Proposed Format of CM/GC Contract**

For most construction projects, BCHA uses AIA-A133 Standard Form of Agreement Between Owner and Construction Manager as Constructor, Cost plus with GMP. However, we are willing to work with the contract form a selected CM/GC is most accustomed to for pre-construction, construction and administration services. BCHA reserves the right to require amendments to such contracts before execution. Proposers should be aware that BCHA expects the following terms to be included in the final contract or contracts:

1. A CM/GC which is selected for pre-construction services and construction phase services will be “at risk” and must be accountable during the construction phase for advice provided and work performed as part of the pre-construction services provided. The Guaranteed Maximum Price provided for construction services shall be based on the CM/GC’s pre-construction services as well as information regarding site conditions and designs garnered by the CM/GC during the performance of pre-construction services.
2. Liquidated damages in an amount approximately equal to the cost of construction delays to BCHA shall be included in the construction phase services contract.
3. Significant costs which are the direct result of the CM/GC’s negligence shall not be an eligible part of the cost of the work.
4. The construction contracts shall not include an “Initial Decision Maker” process or include a Binding Dispute Resolution Provision.
5. The contract will incorporate regulatory requirements resulting from Federal funding sources and BCHA’s status as a local government.



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## INSURANCE AND W-9 REQUIREMENTS

### INSURANCE REQUIREMENTS

***Insurance requirements are subject to change at any time due to changes in the project or lender requirements.***

Scope	GL	Auto	WC	Excess Liability	Professional	Pollution	Builders Risk	(CCIP) *
Pre Construction Services	X	X	X	X	X	X		
CONSTRUCTION SERVICES/ ADMINISTRATION SERVICES	X	X	X	X	X	X	X	X

\*Contractor Controlled Insurance Program

i. **Commercial General Liability**

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

**The Construction Manager's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:**

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.



3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
8. Claims related to roofing, if the Work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the Work involves such hazards.
11. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**The policy shall be endorsed to include Additional Insured Owners, Lessees or Construction Managers endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Construction Managers CG 2037 (or equivalent). Owner 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.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$10,000,000.00, following form.

v. **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.

**vi. Pollution Liability**

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. Builders Risk**

Coverage shall be provided on an "all risk" basis covering the full insurable value of the completed project. Policy will name Owner as loss payee and additional NAMED INSURED. Coverage will be provided on a replacement cost basis.

**viii. Contractor Controlled Insurance Program (CCIP / Wrap up)**

Coverage shall be provided at limits of \$1,000,000/Occurrence and \$2,000,000 Aggregate. If coverage is written on a claims-made basis, Construction Manager warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; 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 Agreement is completed.

**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; Willoughby Corner, LLC 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.***

**W-9 REQUIREMENT**

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



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## SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Cover letter
	Statement of Approach
	Statement of Qualifications
	Proposed Pre-construction Fee Structure
	Staffing plan and resumes of key personnel
	Three recent letters of recommendation and reference contacts
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgements (If Applicable)

### Submittal Requirements Details

#### Cover Letter

Why do you want this project? Indicate your knowledge of BCHA’s work and tell us about your interest in constructing Willoughby Corner. Include contact information and statement of compliance with the Terms and Conditions in this RFP. Specifically list any deviations and provide justification for each deviation.

### **Statement of Approach (35% of evaluation)**

Describe how your firm will approach the Willoughby Corner project. The Statement of Approach should demonstrate your experience designing, planning, and constructing a variety of residential building types (multi-family, duplexes, townhomes, community buildings) and significant site improvements, with a focus on sustainability.

- Describe the overall approach you will take on this project.
- Describe your firm's approach to pre-construction including collaborating with the owner's architect-engineering design team, leading value engineering efforts, and managing project cost.
- Describe how your firm will assist with design input, technical guidance, product recommendations, drawing reviews, and cost estimating throughout design development phases to achieve success during construction.
- Describe your firm's experience implementing renewable energy measures, building energy-efficient structures, achieving Enterprise Green Communities criteria, and innovating sustainable solutions.
- Provide a complete list of assumptions and conditions associated with the proposal.
- You may include specific examples (1-2 page excerpts) of actual project deliverables and documentation to support your Statement of Approach. Examples: estimates, progress reports, schedules, constructability reviews, value engineering studies, EGC documentation, etc.

### **Statement of Qualifications (40% of evaluation)**

Describe how your firm is well suited to perform the construction of Willoughby Corner. The Statement of Qualifications should focus on your firm's experience constructing projects of similar size, scope, and program, highlighting the work of key personnel who will be assigned to the project. The Statement of Qualifications should certify your firm's financial capacity.

- Provide a general overview of your firm's capabilities on prior projects of similar size. Include specific examples of projects that contained a mix of commercial, residential, and neighborhood-scale site work. Provide details such as total project cost, final price per square foot, development size, number of units, etc.
- Submit evidence of your firm's capacity to accomplish the work within the scheduled completion of the project. Include average annual (dollar) volume for past three years and current unbilled backlog. Submit a certified statement of the firm's financial status.
- Describe your firm's experience working on affordable and Low-Income Housing Tax Credit (LIHTC) projects in Colorado.
- Provide your firm's safety/accident records for the past three years. Identify any OSHA violations and indicate how such citations were resolved. Describe the safety and hazard communication programs, including methods and approach to assuring all onsite personnel are safeguarded and in compliance with all federal, state, and local statutes, rules, regulations, and orders applicable to the conduct of the work and the jurisdiction in which the work is performed.
- Indicate additional capabilities or supplemental qualifications your firm can contribute to the project.

- Provide resumes for the key personnel who would be assigned to this project, with information on relevant experience.
  - Provide names and resumes of the Project Manager (PM) and Superintendent proposed for assignment to this project. Provide evidence of these individuals' capabilities on CM/GC projects of comparable size and scope.
  - Provide a staffing plan including specific individuals you expect to be involved with the project from pre-construction through construction of Phase 1.

**Proposed Fee Structure (15% of evaluation)**

The fee is to be proposed as a percentage of construction costs and should include both overhead and profit.

- Indicate the fee for pre-construction services as detailed in this RFP, broken out by task, and advise if this is included in overall fee. Provide an hourly rate sheet for all personnel.
- In the event the amount of the GMP forces cancellation of the project, the CM/GC would be compensated for front end costs and a fee associated with services provided. Please identify the fee structure associated with this occurrence.
- Identify the percent fee adjustment for the CM/GC, subcontractors, and suppliers on changes to the scope of the work after establishing the GMP.
- Identify personnel to be compensated within general conditions, including Project Manager, Superintendent, Project and/or Field Engineers, Surveyors, Accountants, Administrative Clerks, etc. Provide a rate sheet for employees.

**Letters of Recommendation & References (5% of evaluation)**

Provide three recent letters of recommendation from owners of projects of equal or greater scope of work as outlined within this RFP attesting to the owner's satisfaction in terms of cost control, quality of work and compliance with schedules. Additionally, provide contact information for at least three individuals who support your submission of a proposal to this project; members of the selection committee may contact your references.



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

## EVALUATION CRITERIA

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The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors.

**A scoring matrix will be used by the county in its evaluation:**

<b>Description</b>	<b>Points</b>
Statement of Approach	35
Statement of Qualifications	40
Proposed Fee Structure	15
Letters of Recommendation & References	5
Interview	5
<b>Total Possible</b>	<b>100</b>



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

## SUSTAINABILITY QUESTIONNAIRE

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

\_\_\_\_\_  
\_\_\_\_\_

2. Does your company have a sustainability vision/commitment/values statement or policy? Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments, and non-governmental and professional organizations to help articulate, teach, and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues?  
Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase “green” (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

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4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan
- We are developing a Green Transportation Plan
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company’s Green Transportation Plan (whether existing or in development).

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5. What does your company do to minimize the environmental impacts associated with shipping?  
Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.



- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
  - We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
  - We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
  - Our packaging/shipping materials are reusable.
  - Our packaging/shipping materials are made from 100% post-consumer recycled materials.
  - N/A
  - Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).
- 
- 
- 

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
  - Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
  - N/A State the reason, date and outcome of the citation:
- 
- 
- 

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
  - We utilize a facilities energy management system.
  - We have adopted a climate action plan.
  - We have a water conservation program.
  - We have formed a sustainability committee to identify sustainable solutions for our company.
  - We are a member of various sustainability organizations.
  - We are recognized by peers and environmental organizations for providing leadership in Sustainability.
  - None
  - Other - what other programs do you have in place or planned for promoting resource. Efficiency?
- 
- 
-

8. If your business's proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

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9. If your business's proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

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10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:

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

**SIGNATURE PAGE**

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

# Attachment A

## Preliminary Plan [Excerpt from full submission]

### PRELIMINARY PLAN WILLOUGHBY CORNER

TRACT A-1, COAL PARK SUBDIVISION,  
(LOCATED IN THE SE 1/4 OF SECTION 2, T1S, R69W OF THE 6TH P.M.  
CITY OF LAFAYETTE, COUNTY OF BOULDER, STATE OF COLORADO)

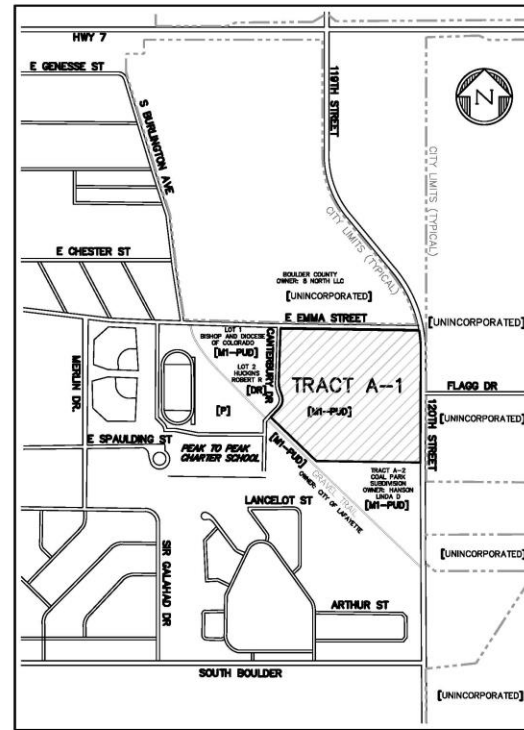
MARCH 2020

PLANNED RESIDENTIAL UNITS				
	TOTAL UNITS	1 BR	2 BR	3 BR
DUPLEX	30	0	18	12
TOWNHOMES	130	32	70	28
MULTI-FAMILY	120	80	50	10
SENIOR	120	78	42	0
<b>TOTALS</b>	<b>400</b>	<b>170</b>	<b>180</b>	<b>50</b>

SITE DATA TABLE LOTS ROW AND OUTLOTS			
CATEGORY	SQ. FT.	ACRES	% OF LOT
DUPLEX HOUSING	69,303	1.61	6.7%
TOWN HOMES	140,809	3.23	13.4%
MULTI-FAMILY	69,713	1.60	6.6%
COMMUNITY	22,398	0.51	2.1%
SENIOR	174,593	4.01	16.6%
OUTLOTS	362,549	8.32	34.5%
ROW	209,592	4.81	20.1%
<b>TOTAL</b>	<b>1,049,605</b>	<b>24.10</b>	<b>100%</b>

LAND USE TABLE			
LAND USE	SQ. FT.	ACRES	% OF LOT
PAVED STREETS & PARKING	145,217	3.33	13.94%
CONCRETE DRIVES & WALKS	188,642	4.33	17.97%
MULTI-FAMILY LOTS	208,403	4.78	19.86%
MULTI-FAMILY/SENIOR BLDGS	104,469	2.40	9.95%
GREEN SPACE	402,874	9.25	38.38%
<b>TOTAL</b>	<b>1,049,605</b>	<b>24.10</b>	<b>100%</b>

CODE MODIFICATIONS REQUESTED		
DEVELOPMENT STANDARDS	REQUIRED	PROPOSED
FRONT YARD SETBACK AT COLLECTOR	35'	14'
FRONT YARD SETBACK AT LOCAL	32'	14'
DUPLEX FRONT SETBACK	10'	10'
TOWNHOME FRONT SETBACK	5'	5'
DUPLEX SIDE YARD SETBACK	5'-15'	0'
REAR YARD SETBACK	30'	0'
TOWNHOME REAR SETBACK	5'	0'
DUPLEX REAR SETBACK	1'	1'
DUPLEX MINIMUM LOT SIZE	6,000	2,000
MAXIMUM LOT COVERAGE (NET)	30%	50% (TOWNHOMES)
MAXIMUM LOT COVERAGE (GROSS)	30%	30%
MAXIMUM BUILDING HEIGHT	35'	35'
MAXIMUM BUILDING FLOORS	3	3
LOCAL STREET CROSS-SECTION	39' FL TO FL	38' FL TO FL
1 BR MULTI-FAMILY PARKING PER UNIT	1.5	1.2
1 BR SENIOR PARKING PER UNIT	1.5	1.0
2 BR SENIOR PARKING PER UNIT	2.0	1.7



**VICINITY MAP**  
SCALE: 1"=500'

**VISIT-ABLE UNITS:**  
VISIT-ABLE REQUIREMENTS ARE 25% OF TOTAL UNITS;  
THEREFORE REQUIRED IS 25% x 400 UNITS = 100.

NOTE:  
THE EMMA STREET SIDEWALK CONNECTION ALONG THE SOUTH SIDE OF THE ROAD SHALL EXTEND ALL THE WAY TO THE EXISTING SIDEWALK TO THE WEST. PEAK TO PEAK CHARTER SCHOOL SHALL BE RESPONSIBLE FOR A PORTION OF THE WALK PER AN EXISTING AGREEMENT WITH THE CITY.

**GENERAL NOTES:**

- ALL OR PORTIONS OF THE PROPERTY DESCRIBED HERON MAY BE SUBJECT TO THE DEVELOPMENT AGREEMENT AND/OR DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED CONTEMPORANEOUSLY WITH THIS PLAN IN THE OFFICE OF THE CLERK AND RECORDER OF BOULDER COUNTY, COLORADO.
- ALL PUBLIC CONSTRUCTION SHALL BE COMPLETED IN ONE PHASE.
- APPROVED LANDSCAPE, IRRIGATION, AND PHOTOMETRIC PLANS ARE ON FILE WITH THE CITY OF LAFAYETTE.

**LEGAL DESCRIPTION:**

PARCEL A:  
TRACT A-1, COAL PARK SUBDIVISION, COUNTY OF BOULDER, STATE OF COLORADO

PARCEL B:  
AN EASEMENT FOR ACCESS AND UTILITIES AS SET FORTH AND DESCRIBED IN EASEMENT DEED RECORDED AUGUST 14, 2001 AT RECEPTION NO. 2185252 AND AS FURTHER DESCRIBED IN ASSIGNMENT AND AMENDMENT OF UTILITIES AND ROADWAY EASEMENT AGREEMENT RECORDED FEBRUARY 19, 2002 AT RECEPTION NO. 2255538.

SHEET INDEX TABLE	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	TYPICAL STREET SECTIONS
4	EX. CONDITIONS & DEMO PLAN
5	SITE PLAN
6	OVERALL UTILITY PLAN
7	OVERALL GRADING PLAN
8	EMMA ST. ROUNDABOUT
9	CANTERBURY ROUNDABOUT
10	EMMA ST. PLAN & PROFILE
11	120TH ST. PLAN & PROFILE
12	120TH ST. PLAN & PROFILE
13	EMMA ST. CROSS SECTIONS
14	120TH ST. CROSS SECTIONS
15	PHASING PLAN
16	WATER 1A PROFILE
17	WATER 1B PROFILE
18	WATER 2A PROFILE
19	WATER 2B PROFILE
20	WATER 3A PROFILE
21	WATER 3B PROFILE
22	WATER 4 PROFILE
23	WATER 5 PROFILE
24	WATER 7 PROFILE
25	WATER 8A PROFILE
26	WATER 8B & 10 PROFILE
27	WATER 9 PROFILE
28	WATER 11A PROFILE
29	WATER 11B PROFILE
30	WATER 11C PROFILE
31	WATER FH2 & FH4 PROFILE
32	SANITARY SEWER PROFILE 1-3
33	SANITARY SEWER PROFILE 2-4
34	SANITARY SEWER PROFILE 4-7
35	SANITARY SEWER PROFILE 7-8
36	SANITARY SEWER PROFILE 6-9
37	SANITARY SEWER PROFILE 5-10
38	SANITARY SEWER PROFILE 4-11
39	SANITARY SEWER PROFILE 3-12
40	SANITARY SEWER PROFILE 12-13-14
41	SANITARY SEWER PROFILE 14-15 & 18-19
42	SANITARY SEWER PROFILE 17-16-15-18
43	STORM 1 & 11 PROFILE
44	STORM 2A PROFILE
45	STORM 2B PROFILE
46	STORM 3A PROFILE
47	STORM 3B PROFILE
48	STORM 5 & 6 PROFILE
49	STORM 7 PROFILE
50	STORM 8C & 8B PROFILE
51	STORM 8A & 9 PROFILE
52	STORM 4 & 10 & 12 PROFILE
53	STORM 13 PROFILE
54	STORM 14 PROFILE
55	ALLEY #1 PLAN & PROFILE
56	ALLEY #2 PLAN & PROFILE
57	ALLEY #2 PLAN & PROFILE
58	ALLEY #3 PLAN & PROFILE
59	ALLEY #3 PLAN & PROFILE
60	ALLEY #4 PLAN & PROFILE
61	ALLEY #5 PLAN & PROFILE
62	ALLEY #6 PLAN & PROFILE
63	ALLEY #7 PLAN & PROFILE
64	ALLEY #8 PLAN & PROFILE
65	ALLEY #8 PLAN & PROFILE
66	ALLEY #9 PLAN & PROFILE
67	CANTERBURY PLAN & PROFILE
68	CANTERBURY PLAN & PROFILE
69	CANTERBURY PLAN & PROFILE
70	CANTERBURY PLAN & PROFILE
71	WILLOUGHBY PLAN & PROFILE
72	WILLOUGHBY PLAN & PROFILE

SUPPLEMENTAL SHEETS	
Sheet Number	Sheet Title
L001	LANDSCAPE NOTES
L002	PLANT SCHEDULE & LANDSCAPE DETAILS
L100	HYDROZONE & WATER USE
L101	LANDSCAPE PLAN
L102	LANDSCAPE PLAN
L103	LANDSCAPE PLAN
L104	LANDSCAPE PLAN
L105	LANDSCAPE PLAN
L106	LANDSCAPE PLAN
L107	LANDSCAPE PLAN
L108	LANDSCAPE PLAN
L109	LANDSCAPE PLAN
L401	LANDSCAPE ENLARGEMENT
L402	LANDSCAPE ENLARGEMENT
L403	LANDSCAPE ENLARGEMENT
L500	SITE DETAILS
L600	DEVELOPMENT STANDARDS & LOT TYPICALS

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
 CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 REVIEW IS FOR GENERAL CONFORMANCE WITH THE CITY OF LAFAYETTE "STANDARDS AND SPECIFICATIONS" LATEST EDITION. SOLE RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS SHALL REMAIN WITH THE REGISTERED PROFESSIONAL ENGINEER SEALING THESE PLANS. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.

NORRIS DESIGN  
 Planning | Landscape Architecture | Interiors  
 1101 Bannock Street  
 Denver, Colorado 80204  
 P. 303.892.1166  
 www.norris-design.com

WILLOUGHBY CORNER  
 0 120th ST  
 LAFAYETTE, CO

OWNER:  
 BOULDER COUNTY HOUSING AUTHORITY  
 2825 13th ST, SUITE 204  
 BOULDER, CO 80502  
 303-441-1000

DREXEL, BARRELL & CO.  
 Engineers & Surveyors  
 1900 WEST STREET  
 BOULDER, COLORADO 80501  
 CONTACT: CAMERON KNAPP, P.E.  
 (303) 442-4338

NOT FOR CONSTRUCTION

DATE:  
 03/27/2020 PRE PLAN

SHEET TITLE:  
 COVER SHEET

CHECKED BY: CWK  
 DRAWN BY: MJB

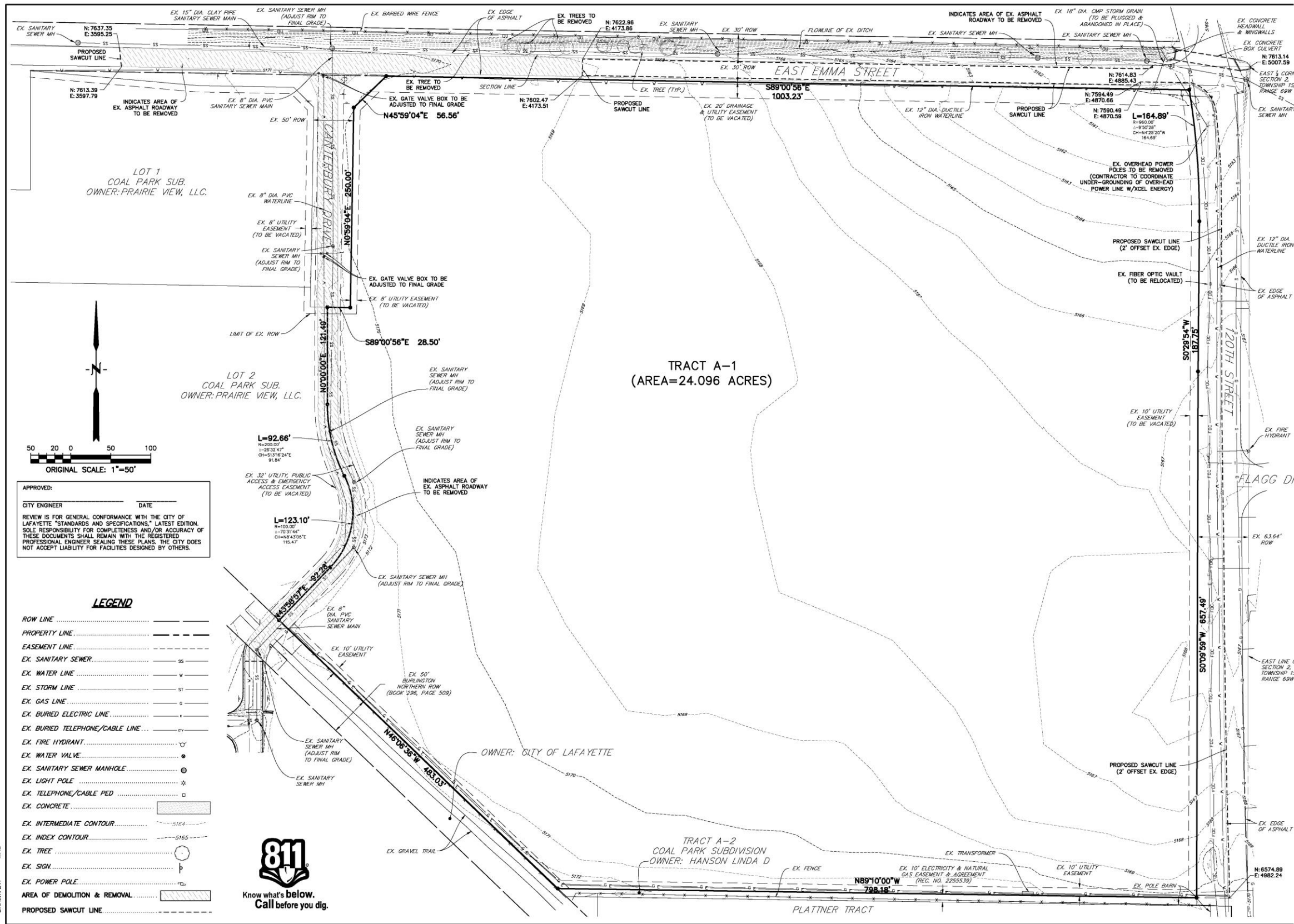
**OWNER:**  
 BOULDER COUNTY HOUSING AUTHORITY  
 3460 Broadway, Boulder, CO 80306  
 Phone: 303 441-1506  
 www.BoulderCountyHHS.org  
 Contact: Norrie Boyd  
 Housing Division Director

**ARCHITECT-PLANNER-LANDSCAPE:**  
 NORRIS DESIGN  
 1101 Bannock Street, Denver, CO 80204  
 Phone: (303) 892-1166  
 www.norris-design.com  
 Contact: Don Ryan, Principal

**CIVIL-SURVEY:**  
 DREXEL, BARRELL & CO.  
 1800 38th Street, Boulder, CO 80301  
 Phone: (303) 442-4338  
 www.drexelbarrell.com  
 Contact Civil: Cameron Knapp, P.E.  
 Contact Survey: Mathew Selders, P.L.S.

**TRAFFIC ENGINEER:**  
 KIMLEY HORN  
 4582 S. Ulster Street, Suite 1500, Denver, CO 80237  
 Phone: (303) 228-2330  
 Contact: Troy Russ, AICP

**COMMUNITY OUTREACH & LIASON:**  
 THE PACHNER COMPANY  
 4582 S. Ulster Street, 130 Rampart Way, Suite 225,  
 Denver, CO 80230  
 Phone: (303) 825-1671  
 Contact: Marcus Pachner, Partner



APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
 CITY ENGINEER

REVIEW IS FOR GENERAL CONFORMANCE WITH THE CITY OF LAFAYETTE "STANDARDS AND SPECIFICATIONS," LATEST EDITION. SOLE RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS SHALL REMAIN WITH THE REGISTERED PROFESSIONAL ENGINEER SEALING THESE PLANS. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.

**LEGEND**

ROW LINE	---
PROPERTY LINE	---
EASEMENT LINE	---
EX. SANITARY SEWER	SS
EX. WATER LINE	W
EX. STORM LINE	ST
EX. GAS LINE	G
EX. BURIED ELECTRIC LINE	E
EX. BURIED TELEPHONE/CABLE LINE	TC
EX. FIRE HYDRANT	∇
EX. WATER VALVE	●
EX. SANITARY SEWER MANHOLE	○
EX. LIGHT POLE	☆
EX. TELEPHONE/CABLE PED	□
EX. CONCRETE	▭
EX. INTERMEDIATE CONTOUR	5164
EX. INDEX CONTOUR	5165
EX. TREE	○
EX. SIGN	⊥
EX. POWER POLE	⊥
AREA OF DEMOLITION & REMOVAL	▨
PROPOSED SAWCUT LINE	- - -



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 Planning | Landscape Architecture | Branding  
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 Denver, Colorado 80204  
 P. 303.892.1166  
 www.norris-design.com

**WILLOUGHBY CORNER**  
 0 120th ST  
 LAFAYETTE, CO

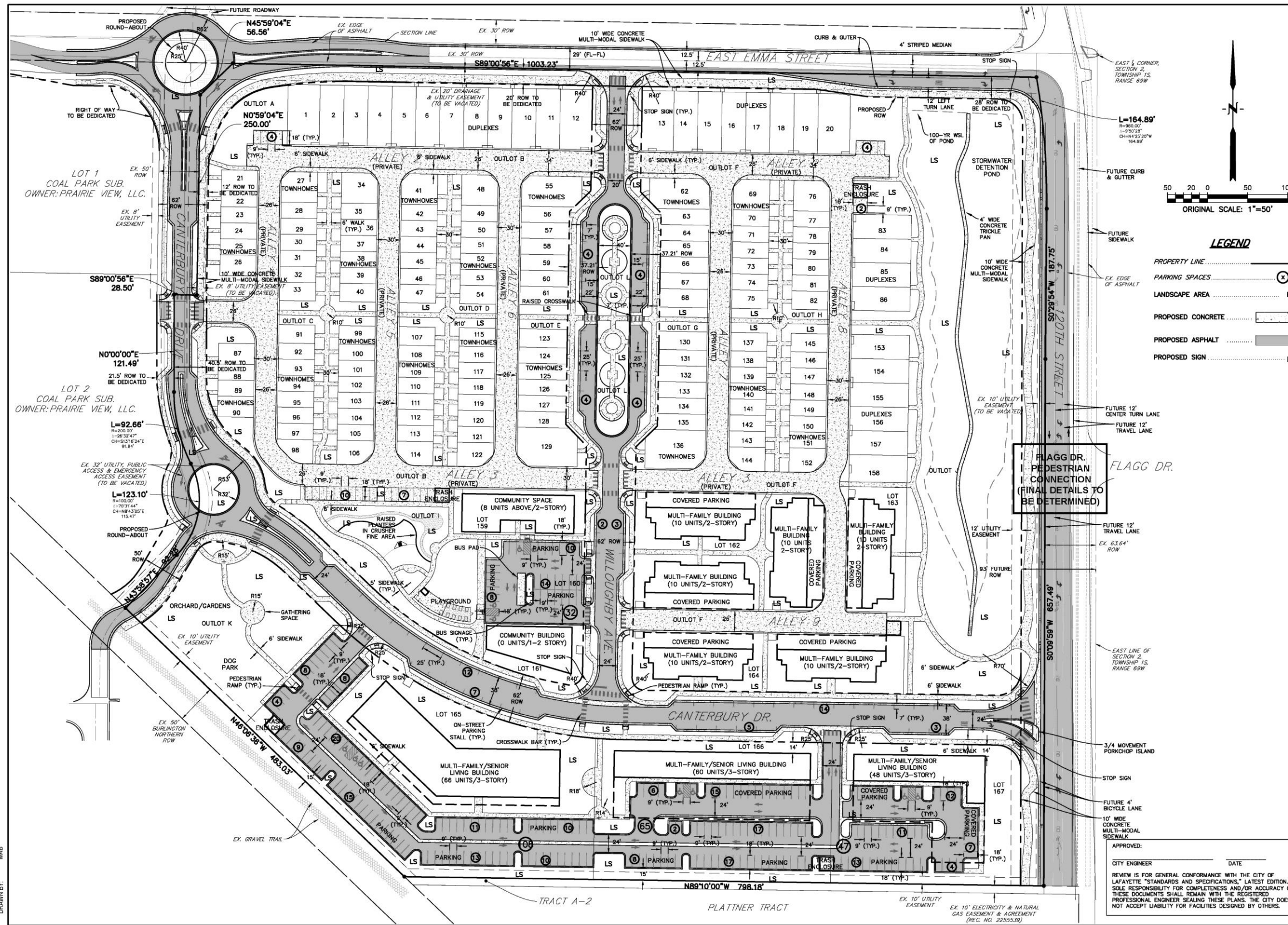
OWNER:  
 BOULDER COUNTY  
 HOUSING AUTHORITY  
 2525 13th ST, SUITE 204  
 BOULDER, CO 80302  
 303-441-1000

**DREXEL, BARRELL & CO.**  
 Engineers & Surveyors  
 800 18th STREET  
 BOULDER, CO 80501  
 CONTACT: CAMERON KNAPP, P.E.  
 (970) 442-4338

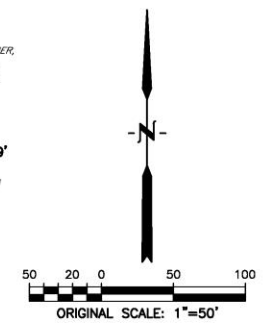
NOT FOR CONSTRUCTION

DATE:  
 03/27/2020 PRE PLAN

SHEET TITLE:  
 EX. CONDITIONS & DEMO PLAN



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 1101 Barnook Street  
 Denver, Colorado 80204  
 P.303.892.1166  
 www.norris-design.com



**LEGEND**

- PROPERTY LINE
- PARKING SPACES
- LANDSCAPE AREA
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED SIGN

**WILLOUGHBY CORNER**  
 0 120th ST  
 LAFAYETTE, CO

OWNER:  
 BOULDER COUNTY  
 HOUSING AUTHORITY  
 2525 13th ST, SUITE 204  
 BOULDER, CO 80302  
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 BOULDER, CO 80501 80501  
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 (303) 442-4338

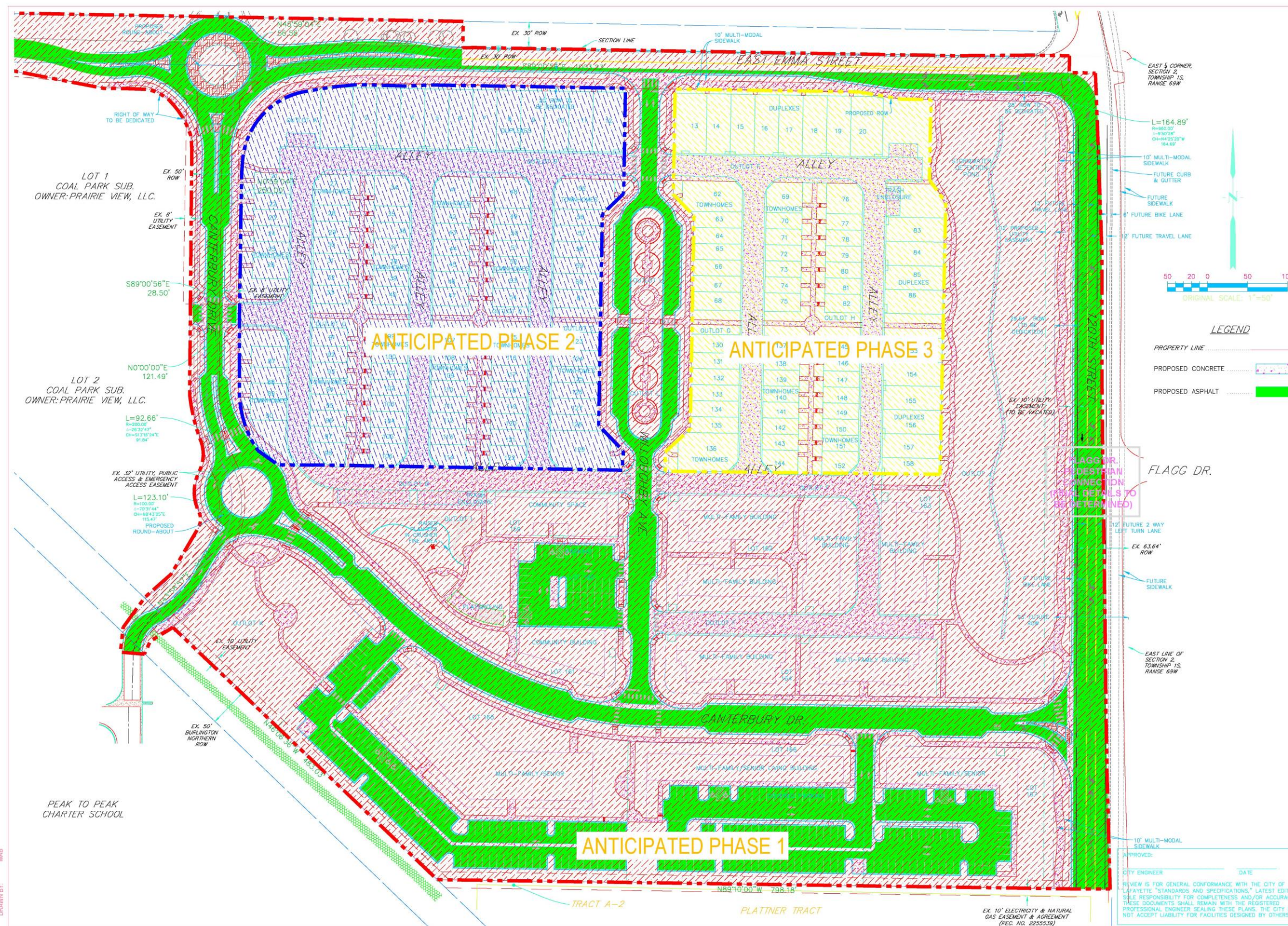
NOT FOR CONSTRUCTION

DATE:  
 03/27/2020 PRE PLAN

SHEET TITLE:  
 SITE PLAN

CHECKED BY:  
 CWK  
 DRAWN BY:  
 MAB

APPROVED:  
 CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 REVIEW IS FOR GENERAL CONFORMANCE WITH THE CITY OF LAFAYETTE "STANDARDS AND SPECIFICATIONS," LATEST EDITION. SOLE RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS SHALL REMAIN WITH THE REGISTERED PROFESSIONAL ENGINEER SEALING THESE PLANS. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.



**NORRIS DESIGN**  
 Planning | Landscape Architecture | Branding  
 1101 Barnock Street  
 Denver, Colorado 80204  
 P 303.892.1166  
 www.norris-design.com

**WILLOUGHBY CORNER**  
 0 120th ST  
 LAFAYETTE, CO

OWNER:  
 BOULDER COUNTY  
 HOUSING AUTHORITY  
 2525 13th ST, SUITE 204  
 BOULDER, CO 80502  
 303-441-1000

**DREXEL, BARRELL & CO.**  
 Engineers, Surveyors  
 1000 10th STREET  
 BOULDER, COLORADO 80501  
 CONTACT: CAMERON KNAPP, P.E.  
 (303) 442-4339

**NOT FOR CONSTRUCTION**

DATE:  
 03/27/2020 PRE PLAN

SHEET TITLE:  
 PHASING PLAN

15

CHECKED BY:  
 DRAWN BY:  
 CWK  
 MAB

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
 CITY ENGINEER

REVIEW IS FOR GENERAL CONFORMANCE WITH THE CITY OF LAFAYETTE "STANDARDS AND SPECIFICATIONS," LATEST EDITION. SILE RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS SHALL REMAIN WITH THE REGISTERED PROFESSIONAL ENGINEER SEALING THESE PLANS. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.

## Attachment B

# 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:	