



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: 7272-21

RFP Title: **Caribou Ranch and Sherwood Gulch
Open Space Properties
Fuels Reduction Project**

Mandatory Pre-Proposal Meeting: October 6, 2021 – 9:00 a.m.

RFP Questions Due: October 11, 2021 – 2:00 p.m.

Submittal Due Date: **OCTOBER 18, 2021 - 2:00 p.m.**

Email Address: purchasing@bouldercounty.org

Documents included in this package: Proposal Instructions
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Proposal Section
Submittal Checklist
Signature Page
Attachment A: Project Map
Attachment B: Forest Treatment Plan
Attachment C: CSFS Grant Agreement
Attachment D: Purchase Order Terms
Attachment E: Sample Contract



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is soliciting proposals from qualified and experienced contractors for forestry operation services, located on the Caribou Ranch and Sherwood Gulch Open Space properties located at 1521 County Road 126, Nederland, CO 80466. These services are required in order to complete an ~100 acres fuels reduction project. The selected Contractor will complete all aspects of the project within sixty (60) business days or specified date from the date of Notice to Proceed.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this RFP. **Only the Primary Contractor is responsible for meeting the insurance requirements listed in this RFP and those listed in the Colorado State Forest Service Grant.**

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

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

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on the RFP, re-bid the work, or proceed in any lawful manner the County deems necessary.

Upon commencement of the Project, the County reserves the right to issue a Stop Work Order for any reason, in writing, as determined by the County, in its sole discretion. In the event a Stop Work Order is issued, work may only resume upon written notification of a Notice to Proceed from the County.

BOULDER COUNTY BID AWARD:

Boulder County requires the formality of issuing a formal bid award for this Project. The Boulder County Board of County Commissioners are required to approve the Project Bid Award, in a public meeting, prior to processing a contract for services. A period of ten (10) days follows in which the county is required to adhere to the Boulder County Appeals Process.

PROJECT FUNDING REQUIREMENTS:

This project is supported by a 2019 State Fire Assistance – Wildland-Urban Interface (WUI) Grant, from the Colorado State Forest Service (CSFS). Account No. 5391486 and Account Title 19CPG CG5 BO Caribou Ranch. Any associated contract will be subject to the terms and conditions of this Grant Agreement and all requirements.

The Project shall be completed in compliance with the Contract documents prepared by the County and with all Federal and State regulations.

The Submittal Checklist gives a complete list of additional documentation required for evaluation of the Proposals in addition to the required General Proposal Documents.

The selected contractor will comply with all state and local licensing requirements, including but not limited to, filing the State of Colorado Statement of Foreign Entity Authority paperwork, if contractor is not a Colorado company.

The selected contractor will be required to be in good standing with the Federal Government, any agency that is not in compliance or in violation of Federal law will not be considered by Boulder County. Boulder County will not conduct business with any entities listed on the Federal Debarment Checklist.

Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project.

Boulder County and duly authorized officials of the State and Federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Contractors involving transactions related to this local program and contract.

SAM.GOV (System for Award Management) REGISTRATION:

A copy of your business' registration in sam.gov submitted with your PROPOSAL is required.

DUNS NUMBER:

A copy of your business' DUNS number submitted with your PROPOSAL is required.

CERTIFICATE OF GOOD STANDING:

A copy of your business' State issued certificate submitted with your PROPOSAL is required. Contractor shall be authorized to do business in the State of Colorado and shall provide the county a current Certificate of Good Standing evidencing such authorization. Furthermore, contractor shall be responsible for all applicable sales and employment taxes.

PAYMENT AND INVOICING:

Payment will be based upon work completed, inspected and approved by the County in increments of twenty-five percent (25%) for progress achieved at the time of invoicing. Invoices are paid Net 30 upon acceptance of work by County and submittal of approved invoices. The County does not have any prevailing wage requirements for this Project.

Final payment of required held retainage will be paid upon satisfaction of the required Notice of Final Settlement. It is anticipated that five percent (5%) will be held on each invoice submitted.

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed and should contain sufficient information detailing all expenses. Additionally, all invoices should contain the current date, invoice number, amount due and current return address. Contractors will also include any assigned Purchase Order numbers issued for the project and this Request for Proposal solicitation number.

Additionally, payment for each Project awarded is subject to the terms and conditions of the Boulder County issued Purchase Order.

BID SECURITY BOND:

A bid bond is not required for this Project.

PAYMENT BOND AND PERFORMANCE BOND:

A Payment Bond and a Performance Bond are each required and must equal 100% of the contract amount as out lined in the sample contract. Bidders may include the cost of this bonding into the total proposed cost. The bonds are due once the Bid Award is completed and prior to the execution of the contract.

The selected contractor will be required to submit the actual bonds to the County either in-person or by mail delivery. The contract will not be executed until the submitted bonds are received, verified and approved by the County, in writing.

Retainage on all approved invoices submitted and a Notice of Final Settlement posting will be required for this Project prior to the release of the secured bonds.

PRE-PROPOSAL MEETING:

A Mandatory Pre-proposal meeting is scheduled, starting promptly at 9:00 a.m. on **OCTOBER 6, 2021**. The meeting is expected to last approximately two (2) hours. Interested Parties are asked to meet at the Caribou Ranch parking lot, located at 1521 County Road 126, Nederland, CO 80466. **Proposals from firms not represented at the mandatory, pre-proposal meeting, and site visit will not be accepted.**

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Project Map
2. Attachment B: Forest Treatment Plan
3. Attachment C: Grant Agreement
4. Attachment D: Purchase Order Terms and Conditions
5. Attachment E: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **OCTOBER 11, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **OCTOBER 13, 2021**.

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

SUBMITTAL INSTRUCTIONS:

RFPs 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 18, 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; identified as **RFP# 7272-21** 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 Proposals received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all Proposals, 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.

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.

AMERICANS WITH DISABILITIES ACT (ADA):

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



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the 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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The Sherwood Gulch property is located between Caribou Ranch and Mud Lake Open Space adjacent to the town of Nederland. The property was purchased by Boulder County in 2013 and this will be the first entry of forest thinning by BCPOS on the property. Caribou Ranch is located north of Sherwood Gulch on the other side of County Road 126. Both properties see steady recreational use and have many ecological values.

The proposed treatment unit is ~100 acres in size. County Road 126 bisects the unit east-west creating a north treatment unit on Caribou Ranch that is 42 acres in size and a south unit on Sherwood Gulch that is 58 acres. The dominant aspect for the treatment unit is south with an average slope of 12% (+/-5). The forest is dominated by mature ponderosa pine and lodgepole pine. Aspen is present throughout, but clones are small and becoming overtopped by conifers. Limber pine, subalpine fir, Douglas-fir, and Colorado blue spruce can also be found in the treatment unit.

The perimeter of the north and south treatment units has been painted with vertical blue paint marks, facing the interior of the units. All boundary trees with paint must be removed. Blue flagging was added to fill in gaps where there are no trees, or the existing trees will remain, i.e. do not cut flagged trees. The entire treatment unit has been marked as a take-tree marking with blue paint on the uphill and downhill side of trees.

The primary landing is located at the bottom of the hill to the south of the treatment unit. It is an old mine site with a large flat area for equipment. It is 0.55 miles from the landing to the furthest point in the treatment unit. County Road 126J connects the landing to County Road 126.

There are three small patch cuts (2.5 acres total), one along County Road 126 in the south treatment unit, and two in the north treatment unit near the north boundary of the project area. The patch cut is marked with orange vertical stripes of paint on the interior of the patch cut. All conifers should be removed from the patch cut with the exception of any trees flagged with pink or "DO NOT CUT" flagging. All painted trees should be cut. Aspen can be cut within the patch cut but it should be kept to a minimum and only occur where necessary to remove a conifer.

Forest Operations - Specifications and Considerations

The harvesting method for this project is tree-length log, processed at the stump. Felling may be accomplished by chainsaw or mechanical harvester. Yarding methods may include ground-based or aerial but must provide, at a minimum, front-end suspension of yarded stems. De-limbed logs will be yarded to the designated landing area and neatly decked for future utilization by BCPOS. Material must be de-limbed, slash piled, and yarded to the landing within two (2) weeks of felling, except as allowed by the Project Manager.

1. Operational Specifications-Harvesting/Yarding

- a. This is a fully marked project utilizing individual tree mark (ITM). All take and boundary trees will be marked at approximately breast height on the side of approach. Take tree = blue, project boundary = vertical blue stripe facing into unit.
- b. The three patch cuts are marked with orange vertical stripes on take trees facing the interior of these patch cuts. All trees within the patch cut boundaries shall be removed unless pink or do not cut flagging is present.
- c. All material $\geq 5''$ d.b.h. will be de-limbed, yarded, and decked to the pre-designated landing area(s)
- d. Stump height for felled trees will not exceed 6" on the uphill side. If this is not attainable with fully mechanized harvesting, a chainsaw may be used to lower the stump to specs. The stump height standard will be enforced.
- e. Slash, tops, and material $< 5''$ d.b.h will be placed in burn piles, free of dirt and debris and not to exceed 20' x 20', where processing has occurred. These piles should be evenly distributed throughout the project area in suitable openings. Slash must be piled directly off the processor head or piled with a brush grapple/rake. Dozer/decking blade slash piling is not permitted. Slash piles must be situated away from residual live overstory and sensitive plant communities to avoid future scorching.
- f. Pre-existing dead/down material will not be yarded or processed and may remain in place.
- g. Skidder/forwarder trails for yarding operations will be approved by mutual agreement between the Contractor and Project Manager.
- h. All machinery, other than mechanical harvesters, will be restricted to operation on the pre-designated landings, established skid/forwarding trails, and haul roads.

2. Operational Considerations-Harvesting/Yarding

- a. All equipment must be maintained and in good working order. Continuous and/or excessive oil, hydraulic, coolant, or fuel leakage will not be tolerated and will be reason to have the machinery removed immediately from the site. The Contractor will be held liable for any site contamination, including removal of any contaminated soil by the Contractor.
- b. All bulk fuel storage/transfer tanks shall either be contained in a vehicle or, if stationary on-site, placed within a lined catchment basin or tank.

- c. All equipment used on site shall be cleaned prior to arrival to ensure that noxious/invasive weed seed is not present. Machinery used will be subject to inspection by the Project Manager before unloading.
- d. Any equipment maintenance and repair performed on site shall be done in a responsible manner with proper prevention/mitigation measures taken to alleviate any site contamination. Welding, outside of County burn bans, may only take place over bare mineral soil with a minimum of a 5# fire extinguisher and shovel within easy reach.
- e. **Mechanical harvesting and yarding operations will only be conducted when surface conditions are dry (below the plastic limit), frozen, or at least 1' solid snowpack is present. All reasonable measures will be taken to avoid rutting and excessive tracking/soil compaction.** Significant and unnecessary site damage, as deemed by the Project Manager, will be the responsibility of the Contractor to rehabilitate at the direction of the Project Manager or their designee.
- f. Excessive site damage and rub trees will not be tolerated.
- g. Standard forestry "Best Management Practices" (BMPs') as outlined by the CSFS, are to be adhered to for all harvesting/treatment activities. Contractor is responsible for a thorough working knowledge of the current updated [2010 BMP Standards for the State of Colorado](#). All exclusion areas for wildlife, riparian areas, etc. will be clearly marked by the Project Manager.
- h. All equipment operators shall have the experience and skills to operate the machinery in a responsible, safe, and efficient manner while being conscientious of natural resource and public values.
- i. The Contractor will maintain a clean operation. All trash, refuse, and waste will be disposed of properly and hauled off site by the Contractor.
- j. The Contractor must provide on-site portable toilet facilities for their staff.
- k. Fires are not permitted for any reason.

3. Site Rehabilitation – Landings and Skid/Forwarding Trails

- a. The Contractor will be responsible for mitigating and repairing adverse equipment impacts and soil compaction at the project site. This will also include the landings/loading areas and the main access road located on the property.
- b. The Contractor is responsible for removing all residual slash and debris from the landing/processing areas.
- c. Landing and on-site haul road/skid trail rehabilitation will be the responsibility of the Contractor. This will include ripping and seeding. The landing and on-site haul road/skid trails will be inspected by the Project Manager upon project completion. Rehabilitation actions will be determined at that time.
- d. The Contractor will be responsible for negative impacts and soil compaction to skid/forwarding trails within the units. The Project Manager and/or designee will inspect the forwarding/yarding trails and rehabilitation actions will be determined at that time. Most likely this will involve ripping and seeding.
- e. BCPOS will provide the required seed mix.

- f. Contractor is financially responsible for any unnecessary damage to public roads sustained during the project as assessed by the County.

4. Safety and Conduct

The Contractor and employees, as well as any sub-Contractors, are expected to maintain a high degree of professionalism, situational awareness, and safety while being present on Boulder County property. The units being treated are on public land; therefore, it is highly likely that the Contractor will encounter public citizens utilizing trails and other available resources. In areas within the management unit that have established trail corridors, Boulder County will supply safety signs to be placed along appropriate trail corridors. It is the Contractor's responsibility to maintain adequate safety zones with regard to all components of its operation. Aspects of safety and conduct include, but are not limited to:

- a. All personnel associated with the Contractor will wear O.S.H.A. approved P.P.E. appropriate for their current duties.
- b. First aid equipment/supplies will be readily available for all workers, as well as, reliable means of communication in the event of an emergency situation.
- c. Equipment operators will be responsible for maintaining an awareness of the safety zone surrounding their particular application/operation.
- d. One (1) 5# fire extinguisher will be in place on mobile operational equipment as well as trucks.
- e. One (1) hand tool (shovel, Pulaski, etc.) will be readily available for each employee currently on site for fire suppression, if needed.
- f. Unlawful, rude, or aggressive behavior will not be tolerated.

PERMITS, LICENSES, LOCATES AND CODES:

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

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

CONTRACTOR LICENSING:

It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

PROJECT COMPLETION SCHEDULE:

The successful proposer will have sixty (60) business days after execution of the contract and receipt of the Notice to Proceed to complete the work.

CONFLICT OF INTEREST:

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

CHANGE ORDERS:

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

OVERNIGHT CAMPING:

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

HOURS OF OPERATION:

Contractor work hours shall be designated as **Monday through Friday, 7:00 a.m. to 5:30 p.m.** Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

OWNERSHIP OF WORK PRODUCT:

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

The selected Contractor will agree to keep confidential all County Data, and will agree not to sell, copy, modify, reproduce, republish, assign, distribute, data mine, search or disclose any such confidential information to any other person or entity without the County's written permission, including metadata (e.g. aggregations of county data or analysis of county data content).

The Contractor shall not access County accounts or County Data, except in the event as required by the express terms of a written contract between the mutual Parties and/or at the express written request of the County. All data obtained by the Contractor in the performance of this solicitation resulting in a contract shall become and remain the property of the County. The Contractor shall not use any information collected in connection with the service issued from this solicitation for any purpose other than fulfilling a County contract for this RFP.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

***In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:
If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.**

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed. If you require a waiver of insurance requirements, you may request one in your response with an explanation.

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



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SUBMITTAL CHECKLIST

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 (RFP) may be cause for rejection of the PROPOSAL.

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

INCLUDED	ITEM
	Name, Address, Telephone and Email address of firm/Organization
	Name and Address of the Partners and Subcontractors – IF APPLICABLE
	Information on the relevant experience of key personnel
	Submit three (3) references for similar projects your firm has completed within the last three (3) years and contact information
	A detailed project schedule with an all-inclusive total cost include Contractor’s ability to meet Project Completion Schedule
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	State your company’s ability to comply with the requirements of the Grant Agreement included in this RFP, including scheduled completion dates.
	State your company’s ability to meet requirements for Payment and Performance Bonds.
	Contractor’s Duns Number
	Certificate of Good Standing
	SAM.Gov registration
	Proposal Section
	Signature Page
	Insurance Certificate – Proof of Insurance - SAMPLE
	Sustainability Questionnaire
	W-9 from current year
	Addendum Acknowledgement(s) – IF APPLICABLE



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EVALUATION CRITERIA

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

- a. Total Cost
- b. Timeline for Completion
- c. Quality of Proposal
- d. Qualifications and Experience

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

Description	Points
Total Cost	40
Timeline for Completion	20
Quality of Proposal	20
Qualifications and Experience	20
Total Possible	100



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PROPOSAL SECTION

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1.	Mobilization	\$ _____
2.	Felling/Processing	\$ _____
3.	Yarding	\$ _____
4.	Landing Operations	\$ _____
5.	Site Rehabilitation	\$ _____

TOTAL \$ _____

Company Name

Name of person and title submitting PROPOSAL (PLEASE PRINT)

Signature of Bidder

Date



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SUSTAINABILITY QUESTIONNAIRE

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.

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).

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:

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:

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:



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

SIGNATURE PAGE

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

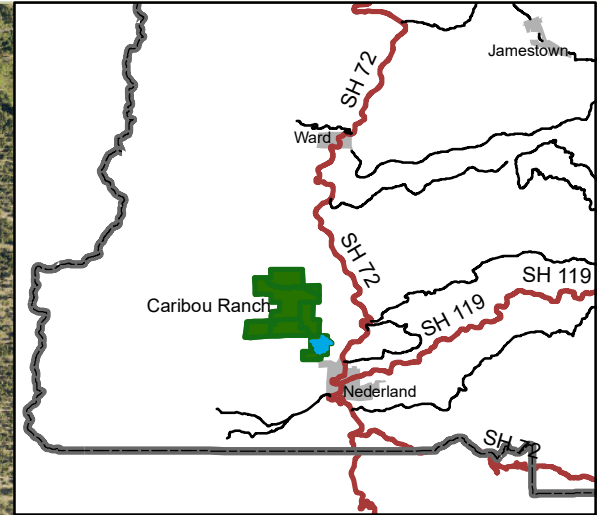
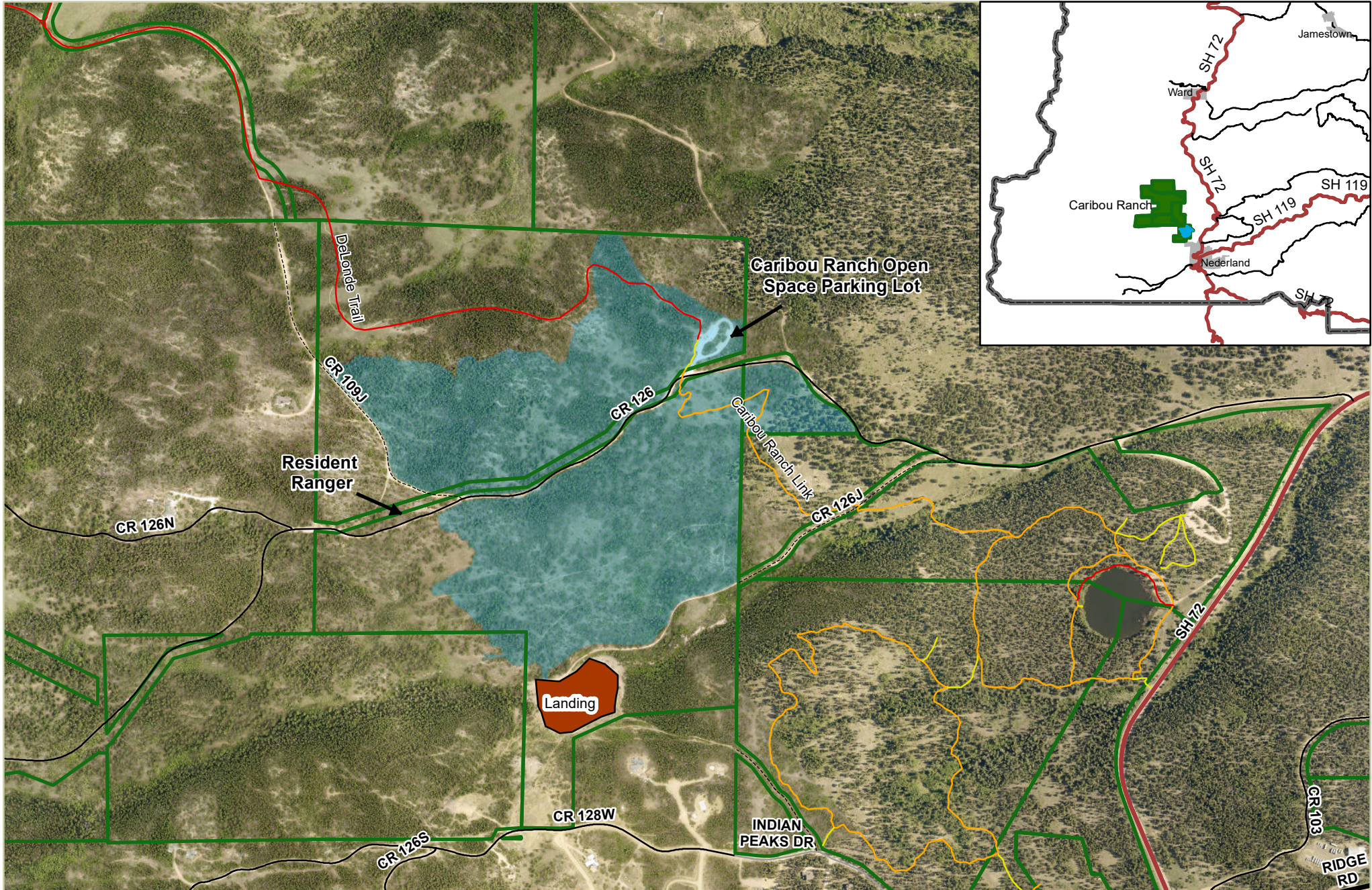
By signing below, I certify that:

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

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

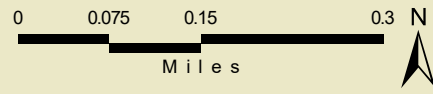
Date

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



2021

- | | | | | | | | | | |
|--|--------------------|--|--------------|--|----------------|--|-------|--|-----------|
| | Treatment Boundary | | Access Trail | | Multiuse Trail | | Major | | Jeep |
| | County Open Space | | Hiking Trail | | State | | Minor | | Municipal |



The user agrees to all Terms of Use set forth by Boulder County For Terms of Use, please visit: www.bouldercounty.org/maps/disclaimer

FILE: V:\gispa\Forestry\ArcMap_Projects\Properties\Sherwood\Caribou\SherwoodPublicMap.mxd



Forest Treatment Plan

Project Name		Date Submitted	
		Project Priority	

PLAN APPROVED BY:

Name		Name	
Title		Acting As	
Agency		Agency	
Signature		Signature	
Date		Date	
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Name		Name	
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Additional Notes:



SHERWOOD GULCH STAND 2 PROJECT Scope of Work

Project Area Background

Sherwood Gulch is a 241-acre property purchased by Boulder County in 2013. It is situated south of Caribou Ranch and west of Mud Lake and is characterized by the Upper Montane Ecotone. In its northeast corner, the property has one sanctioned trail which connects the Caribou Ranch parking lot to Mud Lake. The remainder of the property has a network of very well used social trails.

The Sherwood Gulch area was settled in the 1870s and 1880s by various homesteaders who likely used the land for livestock grazing and timber harvest during this time. During the 1900s Sherwood Gulch became an active mine site. It contained the Conger, Beddig, Illinois, Junior, Primos, and Quay mines. Evidence of these mines can be found throughout the property in the form of sink holes, collapsed shafts, mine tailings, timber structures, and prospector pits. The access road into the property dead ends at the site of the mine which is now a level graveled area with remnants of the old ore house still standing. After purchasing the land, Boulder County created a connector trail that links the Caribou Ranch parking lot to Mud Lake. The County also has not taken any efforts to close the social trails within Sherwood Gulch. Past forestry treatments have occurred on the east corner of Sherwood Gulch north of the access road, and also within Caribou Ranch to the north of Sherwood Gulch.

Treatment Rationale

The primary objective for the Sherwood Gulch property is to improve wildlife habitat and overall ecosystem continuity. Part of this effort involves establishing a forest that will be resilient to fire and insect/disease epidemics. Reducing overstory density, removing ladder fuels, and increasing canopy base height in the ponderosa pine dominated and mixed conifer areas will decrease the potential fire intensity. Tree density on the southern aspect falls within the current historic range of variability but lacks much of the mosaic pattern of groups and clumps, isolated trees, and openings. Treatment at this property would reintroduce mosaic structure where appropriate to create a landscape more resilient to insect and disease, climate change, and wildfire. A structure of uneven aged clumps with openings in between will deter stand replacing crown fires and create a mosaic of habitats for wildlife forage and cover. Within the lodgepole pine stands, patch cuts will introduce more age class diversity to promote resilience to insect and disease issues. These patch cuts may also encourage the expansion of suppressed aspen pockets, which would break up the homogeneity of the north aspect slope and provide more forage for wildlife. A fuel break would also serve to protect the residences to the south of the property while providing an opening in the canopy for more grasses and forbs to become established. Limber pines are present across all stands and should be preferentially retained and improved in hopes of fostering any white pine blister rust resistant individuals. Stand 3, encompassing the riparian area, should remain unimpacted at this time.

Recommended Treatment

Forestry Prescription

This project area encompasses Caribou Ranch PA1U1 and Sherwood Gulch PA1U1 both covered in the Caribou Ranch/Sherwood Gulch FRAP. The prescription below for Stand 2 applies to the areas we intend to treat with this scope of work. Currently we plan to treat 100 acres within Stand 2, although the possibility of funding may increase the scope to include all 153 acres of Stand 2.

Stand 2

Stand 2, which occupies 153 acres on the south aspect of Sherwood Gulch is characterized by ponderosa pine dominated forest. Douglas-fir, limber pine, lodgepole pine, and Rocky Mountain juniper are scattered throughout but were not captured in the stand data. Aspen pockets were also observed in the stand, but not captured in the data. Since there is no data on these other species, they cannot be modeled in FVS for proposed treatment, but general recommendations are given below.

Treatment of the ponderosa pine stands that occupy most of the south aspect will decrease fire intensity and promote the success of more resilient individuals. Specific thinning parameters cannot be given for the other conifer species, but generally they should be retained for species diversity unless they pose a fire hazard. Thinning the dense stands with lodgepole will decrease fire intensity and help prevent a stand replacing crown fire. In addition, removing the lodgepole will decrease competition and promote the success of more climate change aligned and long-lived species, such as ponderosa pine and limber pine. The aspen enhancement treatment will preserve and improve current aspen clones, allowing them to expand. This will further diversify the forest structure to help combat catastrophic wildfire and insect/disease outbreaks. These aspen stands promote a vigorous grass and forb understory that, in addition to aspen suckers, provides an important source of forage to wildlife.

Ponderosa Pine

Ponderosa pine dominates the landscape of Stand 2. Other species such as Douglas-fir, limber pine, lodgepole pine, and Rocky Mountain juniper are also present, but were not captured in the data, so FVS simulations do not represent these species. Current basal area for this stand is 72 ft²/acre with 69 trees/acre, which falls within the historic range of variability for this forest type. However, some trees should still be removed to decrease fire intensity and restore natural forest structure. Removing 33% of ponderosa pine with DBH <16" and 25% of ponderosa pine with DBH >16" would achieve a residual basal area of 53 ft²/acre, 47 trees/ac, and improved fire conditions. See Appendix 3 for full FVS results. The remaining trees should be thinned to create small groups of trees with overlapping crowns and various sized openings in between to separate the groups. Groups should contain trees from various age groups and diameter classes, and they should be centered on rock outcrops or other fire refugia when possible. Some individual trees should also be retained. Trees with low value or insect/disease issues should be preferentially removed. Rocky Mountain juniper and any other trees acting as ladder fuels should be removed. Where evidence of Abert's squirrel (aerial nests and branch clippings) is found, groups of trees with interlocking crowns should be retained. All snags should be retained unless they pose a hazard to operations. All habitat trees with nests or cavities should be retained. All preexisting coarse woody debris should remain. When Douglas-fir, limber pine, Rocky Mountain juniper, blue spruce, or any other conifer except lodgepole pine is encountered it should be retained unless it is a ladder fuel. All limber pine should be retained and improved by removing trees overtopping and crowding them.

Lodgepole Pine

Although concentrated in denser areas, the lodgepole pine in Stand 2 does not form pure lodgepole stands but is instead mixed in with ponderosa pine and limber pine. Most of the lodgepole pine in Stand 2 should be removed to promote the success of more fire resistant and climate change aligned species such as ponderosa pine and limber pine.

Aspen

The large aspen pockets in Stand 2 are confined primarily to drainages with a few small pockets scattered over the rest of the slope. The main aspen pockets in Stand 2 are delineated in Figure 1 above. A buffer of 1.5 times tree height or 54 feet should be cleared around existing aspen pockets and conifers growing within the pockets should be removed. Only legacy trees and limber pines should be retained within and around the stands. When other smaller aspen pockets are encountered across the property they should be retained and improved as best possible by removing conifers overtopping them. An aspen mortality of 10% due to removal of conifers within the stand is acceptable.

Operational Options

There is good road access to the project area for log transportation. The lower Conger Mine is the ideal location for a landing with a large flat area, centrally located at the bottom of the slope on an existing road. The access road to the mine would need to be assessed to ensure that increased use would not negatively impact the Sherwood Creek, which flows just below the road. An alternative landing could be created just south of CR 126. To the west of the Conger mine we will maintain an SMZ (Stream Management Zone) of 100 feet where no mechanical equipment can be utilized.

Option 1

Trees may be mechanically felled/processed and logs transported to the landing using mechanized yarding equipment. Operations will only be allowed when the ground surface is dry (below the plastic limit), frozen, or with sufficient snowpack. Remaining material ≤5" diameter can be piled by the contractor. Burn piles will subsequently be burned

by County staff when suitable conditions are present. Harvested material >5" will be decked as logs in pre-designated landing areas.

Treatment Narrative

This scope of work encompasses the south-facing aspect of Sherwood Gulch north of the creek, designated as Stand 2. The prescription for this treatment will result in the basal area being lowered from 72 ft²/ac to an average of 53 ft²/ac across the treatment area. Some individual areas will have a higher or lower basal area. Aspen stands will be improved by creating an open buffer around them and removing overtopping conifers.

All felled material ≤5" diameter will be piled on site and later burned. Material > 5" diameter will be removed to the landing site, where it will be chipped and then transported to the County biomass heating facilities. Once operations are complete, the landing site and any skid trails will be rehabilitated.

Based on inventory conditions, the prescribed treatment will result in no more than 20 piles per acre measuring 6-8 feet tall and up to 10 feet in diameter. Piles will be constructed within the footprint of the cutting and will not be built in the existing meadows. The material that is too large to pile (>5" in diameter) will be moved by forwarder to the designated landing. It is anticipated that 15-20 trees boles per acre will need to be moved out of the unit using the existing access road.

Resource Impacts & Mitigation Measures

Riparian Area

The Sherwood Creek runs at the bottom of the drainage where the treatment will occur. Machinery must always remain at least 100 feet from the stream, except for when utilizing the existing access road. Erosion mitigation features will be put in place to prevent sediment from entering the waterway where necessary. Any water crossings will adhere to the [2010 BMP Standards for the State of Colorado](#), although no creek crossings are currently anticipated.

High Use Social Trails

The connector trail from Mud Lake Open Space to Caribou Ranch Open Space, as well as a network of high use social trails, cross the treatment area. These trails will need to be closed to the public during hours of operation and will have signage notifying them of forestry operations.

Wildlife Corridor

The Sherwood Gulch lies adjacent to Caribou Ranch Open Space which is an important elk calving area. Cutting operations should avoid elk calving season (April-May). The preferred timing of operations is from late summer to late winter.

Past Mining Activity

Numerous mine shafts and prospecting pits exist across the treatment area. Some have been mitigated and reclaimed, but hazards still exist. Caution should be used when utilizing heavy equipment.

Plant Ecology Concerns

Attachment B details Plant Ecology's concerns with five significant natural communities; *Pinus ponderosa* / *Artemisia tridentata* ssp. *vaseyana* woodland, *Muhlenbergia montana* grassland, *Pinus flexilis* / *Arctostaphylos uva-ursi* woodland, *Purshia tridentata* / *Muhlenbergia montana* shrubland, *Pinus ponderosa* / *Muhlenbergia montana* woodland. More details can be found in attachment B, however the following recommendations summarize the concerns:

In all the significant natural communities mapped and referenced in this document, the following mitigations are provided:

- Do not drive vehicles or create temporary access roads through any of these stands. See exception for the Ponderosa Pine / Mountain Muhly Woodland, below.
- Do not stockpile or stage materials in these stands.

The following are community-specific mitigations:

- Ponderosa pine / Mountain sagebrush Woodland:
 - Avoid mountain sagebrush mortality.
 - To improve quality of stands: in a buffer around the communities, a size 1.5 times the average surrounding tree height, an open tree canopy cover of 10-30 percent should be achieved.
- Limber Pine / Kinnikinnick Woodland
 - Retain as many healthy limber pines as possible.
- Antelope Bitterbrush / Mountain Muhly Shrubland
 - Avoid antelope bitterbrush mortality.
- Ponderosa Pine / Mountain Muhly Woodland
 - Due to the expanse of the Ponderosa Pine / Mountain Muhly Woodland within the project area, it may be excessively onerous or prohibitive to completely avoid the use of vehicles within these areas during this project. For this reason, access roads are permitted but must be kept at a minimum and must be decommissioned and restored after treatment. Restoration will include the use of a seed mix that contains mountain muhly and other grasses and forbs identified in these stands.
 - Decrease ponderosa pine canopy cover to 15-20 percent in these stands.
 - Add locally collected mountain muhly seed to stands to support community recovery.

Mechanical Harvesting - Specifications & Considerations

Felling, delimiting, and bucking will be accomplished at the stump, either with fully mechanical equipment or chainsaw. All material generated will be yarded to the designated landing/loading area by a mechanical forwarder or skidder along pre-designated forwarding routes.

Operational Specifications

- Due to heavy public use, active forestry operations will only occur Monday through Friday. Active operations are prohibited on Saturday and Sunday as well as major federal holidays.
- This is a fully marked project utilizing both individual 'take' tree mark (ITM) and boundary marking. All take trees will be marked at approximately breast height with Blue paint. Patchcut = vertical blue stripe facing into unit, project boundary = Blue/White candy stripe flagging.
- All designated stems to be harvested will be felled, de-limbed, and processed at the stump. Stems will be processed to a minimum of 8' log length and to a minimum top diameter of 5". Material less than 8' in length, and not meeting the minimum top diameter of 5", may be delimiting and left on site in lop and scatter fashion or piled according to the specific unit's slash guidelines
- Stump height will not exceed 6" on the uphill side. If this is not attainable with fully mechanized harvesting, a chainsaw may be used to lower the stump to specs. The stump height standard will be enforced. Stumps should be cut flush for aesthetics.
- Slash treatment will consist of slash piles for future burning. Due to multiple factors, the average pile size needs to be kept in the range of 8-10' diameter, 6-8' in height, compact as possible, and free of oversize material and contaminants. In order to avoid scorching of the residual overstory, piles should not be constructed under the crown/canopy. Lop and scatter may be utilized, to a limited extent and where appropriate, when not compromising the fuels reduction objectives of the project.
- Forwarder traffic should travel on slash mats, where feasible, to decrease disturbance and soil compaction.
- All equipment and haul traffic, other than harvesters, forwarders, and skidders, will be restricted to operating on pre-designated landings and established haul roads.

Operational Considerations

- All equipment must be maintained and in good working order. Continuous and excessive oil, hydraulic, coolant fluid, or fuel leakage will not be tolerated and will be cause to have the machinery removed immediately from the site. The contractor will be held liable for any site contamination, including removal of any contaminated soil by the contractor.

- All bulk fuel storage/transfer tanks shall either be contained in a vehicle or, if stationary on-site, placed within a lined catchment basin or tank.
- All equipment used on site shall be cleaned prior to arrival to ensure that noxious/invasive weed seed is not present. Machinery will be subject to the Project Manager's inspection.
- Any equipment maintenance and repair on site shall be done in a responsible manner with proper prevention/mitigation measures taken to alleviate any site contamination. Welding, outside of County burn bans, may only take place over bare mineral soil with a fire extinguisher and shovel within easy reach.
- Equipment operations will only be conducted when surface conditions are dry (below the plastic limit), frozen, or at least 1' snow pack is present. All reasonable measures will be taken to avoid rutting and excessive soil compaction. Significant and unnecessary site damage, as deemed by the Project Manager, will be the responsibility of the contractor to rehabilitate at the direction of the Project Manager or their designee.
- Excessive site damage and rub trees will not be tolerated.
- Standard forestry "Best Management Practices" (BMPs') as outlined by the CSFS, are to be adhered to for all harvesting/treatment activities. Contractor is responsible for a thorough working knowledge of the current updated [2010 BMP Standards for the State of Colorado](#). All exclusion areas for wildlife, riparian areas, etc. will be clearly marked by the Project Manager.
- All equipment operators shall have the skills to operate the machinery in a responsible, safe, and efficient manner while being conscientious of natural resource and public values.
- The contractor will maintain a clean operation. All trash, refuse, and waste will be disposed of properly and hauled off site, daily, by the contractor. The contractor must provide on-site portable toilet facilities for their staff.
- Overnight camping by Contractor is only permitted for security purposes and is limited to 1-2 personnel. No fires or pets are allowed.
- Contractor must abide by, and is responsible for being familiar with, all applicable BCPOS rules and regulations.

Site Rehabilitation

The contractor will be responsible for mitigating and repairing adverse equipment impacts at the project site. This will include all skid/forwarder trails, landings, and access roads.

- Landing rehabilitation will be the responsibility of the contractor. This may include ripping and seeding. The landing will be inspected by the Project Manager and rehabilitation actions will be determined at that time.
- The contractor will be responsible for negative and unnecessary impacts to forwarding/yarding trails within the units. The Project Manager and/or designee will inspect the forwarding/yarding trails and rehabilitation actions will be determined at that time. Most likely this will not involve ripping but may involve seeding.
- BCPOS will provide the required seed mix.
- Contractor will be held responsible for any damage to public roads sustained during the project.
- BCPOS may use Youth Corps and/or Volunteer groups to facilitate the final touches on rehabilitation post project completion.

Safety and Conduct

The Contractor and its employees, as well as any sub-contractors, are expected to maintain a high degree of professionalism and safety while being present on Boulder County property. The units being treated are on public land; therefore, it is highly likely that the Contractor will encounter public citizens utilizing trails and other available resources. In areas within the management unit that have established trail corridors, Boulder County will supply safety

signs to be placed along appropriate trail corridors. It is the Contractor's responsibility to maintain adequate safety zones with regard to all components of its operation. Aspects of safety and conduct include, but are not limited to:

- All personnel associated with the Contractor will wear O.S.H.A. approved P.P.E. appropriate for their current duties.
- First aid equipment/supplies will be readily available for all workers as well as reliable means of communication in the event of an emergency situation.
- Equipment operators will be responsible for maintaining an awareness of the safety zone surrounding their particular application/operation.
- One (1) 5# fire extinguisher will be in place on mobile operational equipment as well as trucks.
- One (1) hand tool (shovel, Pulaski, etc.) will be readily available for each employee currently on site for fire suppression, if needed.
- Unlawful, rude, or aggressive behavior will not be tolerated.

Monitoring of Post-Project Conditions

Implementation monitoring will be completed within 1 month of the end of the treatment. This monitoring will focus on the prescriptive elements of the SOW/FRAP. Monitoring efforts will be focused on the variables: basal area; tree density; species composition; distribution of snags; and spatial heterogeneity. The sampling design can be the same as the baseline inventory or a new sampling design can be created. Information gathered during this process will be used to inform or adjust future SOW for the area.

Effectiveness monitoring will be completed within 1 year of the end of the project. This type of monitoring will focus on the stated objectives and desired future outcomes in the FRAP. The purpose of this monitoring is to determine if conditions have moved towards the stated restoration goals. Sampling design for this monitoring will use the same protocols as the baseline inventory. Key metrics such as structure, composition and function will be modeled and compared to pre-treatment conditions.

Specific areas that require site rehabilitation will be monitored annually for 3 years. Any presence of Colorado 'List A' Invasive Vegetation will trigger immediate notification to the Invasive Vegetation Senior Resource Specialist and may require direct control such as, but not limited to chemical application or removal depending on the recommendations of the Invasive Vegetation group. Presence of List B or C Species will trigger the same notification, but the corrective action may be delayed until staff is available to deal with it. Any deterioration of erosion control features that are deemed necessary will require maintenance or replacement as determined by staff.



Plant Ecology Assessment and Recommendations for Forestry Treatment

PROJECT TITLE

Sherwood Treatment

PROJECT DESCRIPTION

The treatment described in this project will improve forest stands and reintroduce mosaic structure and introduce more age class diversity to increase resilience to wildfire, climate change, and insect/disease epidemics, and to improve habitat for wildlife. The work will take place in Units SGPA1U1 and CRPA1U1 in Caribou Ranch 1 (POS property # 131), Caribou Ranch-Sherwood Gulch (POS property # 1255, Parcels A, B, C), and at Upper Sherwood Gulch (POS property # 2060). However, treatment in 2021 will not occur at the Upper Sherwood Gulch property and will only occur on forested areas north of Sherwood Creek (southerly aspects) on the remaining properties. Fuel mitigation by reducing overstory density, removing ladder fuels, and increasing canopy base height in the ponderosa pine dominated and mixed conifer areas will decrease the potential fire intensity. Fuel mitigation would also protect CR126 and CR128 which would be important egresses during evacuation and would serve to protect the residences south of the property. Patch cuts within stands would encourage the expansion of suppressed aspen pockets, and limber pine will be preferentially retained and improved in hopes of fostering any white pine rust resistant individuals.

VEGETATION RESOURCE CONCERNS

As described in the Goals and Policies of the Environmental Resources Elements (ERE) of the Boulder County Comprehensive Plan, Species of Special Concern include the flora in the county whose populations may be threatened or endangered, locally rare, experiencing long-term non-cyclical population declines, isolated or restricted to distinct local habitat types, or native species which have ceased to exist within Boulder County. The Colorado Natural Heritage Program (CNHP) tracks and ranks Colorado's rare and imperiled species and habitats from critical imperiled, imperiled, or vulnerable to extirpation globally (G1-G3) or statewide (S1-S3). Species and communities ranked as more secure (G4-G5, S4-S5) are excluded from Boulder County's Species and Communities of Special Concern.

Resource concerns are organized below as follows:

- General Concerns and Mitigations
- Species of Special Concern
- Wetland & Riparian Areas
- Significant Natural Communities



Parks & Open Space

5201 St. Vrain Road • Longmont, Colorado 80503
303.678.6200 • Fax: 303.678.6177 • www.BoulderCountyOpenSpace.org

GENERAL CONCERNS AND MITIGATIONS

Wash and inspect vehicles and equipment per project requirements before entering or leaving project area. When applicable, use only weed free certified materials, including gravel, sand, topsoil, mulch, and seed. Access roads should avoid areas with noxious weeds, or noxious weeds should be treated beforehand by mowing when appropriate, or by physically removing the weeds within the planned access road perimeter. Generally, access roads should only be constructed in ponderosa pine forest that are planned to receive the prescribed treatment. Access roads should be cut in as thinning proceeds, harvesting trees per prescription requirements to clear a path, thereby minimizing unnecessary disturbance and ensuring access roads are only built as needed. Access roads, stockpile or staging areas, and other areas where ground disturbance is anticipated must be restored to pre-construction conditions. This includes decompaction of soil, installation of erosion mitigations, reseeding, and controlling for noxious weeds.

SPECIES OF SPECIAL CONCERN

No Boulder County Species of Special Concern were documented within the project area, but it remains suitable habitat for many of those species. Habitat potentially occurs within the overall project area for wood lily (*Lilium philadelphicum* – S3S4/G5) and several rare species of moonworts (*Botrychium* sp. – S1-S3/G1-G5). Wood lilies occur in moist woodlands, such as the riparian areas around Sherwood Creek and aspen forests within the study area. Moonworts are rare fern-allies that occur in a variety of montane habitats but are common in old disturbed areas such as the mine site. Other species on the Boulder County list, or their habitat, may also occur within the overall study area but were not observed during the site visits.

Mitigations: Because no species of special concern are known to occur in the project area, no specific mitigations are recommended. Should any species of special concern be encountered during the course of the project, the observation should be reported to Plant Ecology staff.

WETLAND & RIPARIAN AREAS

Sherwood Creek and its associated riparian corridor run through the project area. Side seeps, especially on the southern hill slopes, provide additional hydrological support to riparian and wetland communities. Currently, the riparian and wetland woodland and shrubland communities in the riparian corridor are in relatively healthy condition. However, the communities in the corridor are highly vulnerable to disturbance from increased human activity. Four significant natural communities are known to occur in the riparian corridor: alder-salix shrublands, balsam poplar woodlands, alder/mesic forbs wet shrublands and alder/mesic graminoid shrublands.

Notable significant natural communities within the riparian corridor include:

Alnus incana - *Salix* (*monticola*, *lucida*, *ligulifolia*) Wet Shrubland; Common name: Gray Alder - (Park Willow, Shining Willow, Strapleaf Willow) Wet Shrubland; Unique identifier: CEGLO02651; Conservation ranking: S3/G3

Populus balsamifera Woodland; Common name: Balsam Poplar Woodland. The classification of this association on NatureServe is unclear, but the woodland is a Boulder County Significant Natural Community and it is also tracked by CNHP, where it has a ranking of S2/GU on both lists. It is possible that within the riparian corridor of the project area, the *Populus balsamifera* (ssp. *trichocarpa*, ssp. *balsamifera*) / *Symphoricarpos* (*albus*, *oreophilus*, *occidentalis*) Riparian Forest association (CEGL000677) is present. This association has a global rank of G2 but has not been described in the State of Colorado. Like many associations on the Front Range of Colorado, local community types are often poorly described but are nonetheless uncommon or rare and should be preserved, at least until more is learned about these communities.

Alnus incana / Mesic Forbs Wet Shrubland; Common name: Gray Alder / Mesic Forbs Wet Shrubland; Unique identifier: CEGL001147; Conservation ranking: S3/G3

Alnus incana / Mesic Graminoids Wet Shrubland; Common name: Gray Alder / Mesic Graminoids Wet Shrubland; Unique identifier: CEGL001148; Conservation ranking: S2/G3

Mitigations: Because no treatments are planned to occur within the riparian corridor, no specific mitigations are recommended. No work, access, or project-related disturbance is permitted inside the riparian corridor buffer (Figure 1).

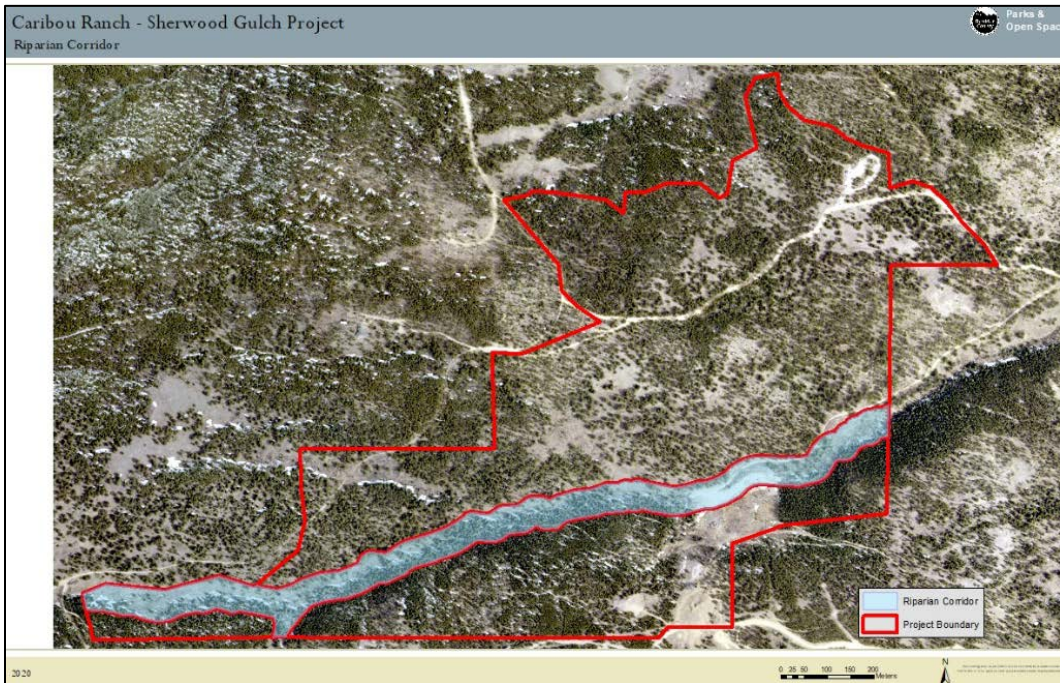


Figure 1. Map of the riparian corridor within the project area.

SIGNIFICANT NATURAL COMMUNITIES

1. *Pinus ponderosa* / *Artemisia tridentata* ssp. *vaseyana* Woodland

Common name: Ponderosa pine / Mountain sagebrush Woodland

Conservation Ranking: S1/GU

Unique Identifier: CEGLO02794

Four small populations of this state critically imperiled plant association (S1/GU) are found within the project area. Generally, damage to any individual mountain sagebrush plant should be avoided because the plant is uncommon on the east slope, but these four populations in particular should be protected. Populations could be enhanced by this project by removing individual ponderosa pine trees or other conifers that are currently crowding these populations. In a buffer around the communities 1.5 times the average tree height, an open tree canopy cover of 10-30 percent should be achieved. Currently, the ponderosa pine / mountain sagebrush woodland communities are surrounded by dense ponderosa pine canopy cover, preventing expansion of the mountain sagebrush, and contracting the size of these communities over time. Removing select ponderosa pines from the periphery of these populations to achieve a maximum cover of 10-30 percent would allow these populations to continue to expand outward.

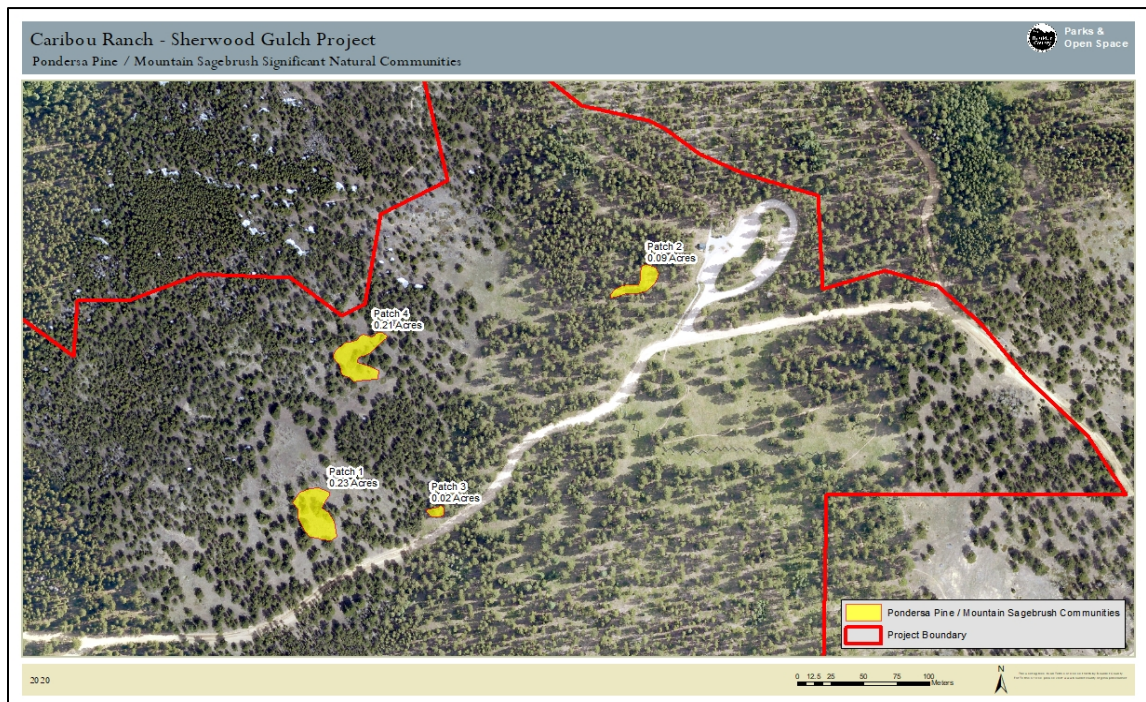


Figure 2. Map of Ponderosa Pine / Mountain Sagebrush Woodland communities within the project area.



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Photo 1. Patch 1, facing northeast. Example of *Pinus ponderosa* / *Artemisia tridentata* ssp. *vaseyana* Woodland encroached by increased ponderosa pine canopy cover at periphery of community.

Mitigations:

- Avoid vehicles or heavy equipment from entering these areas
- Do not stockpile or stage materials in these stands
- Avoid mountain sagebrush mortality
- To improve quality of stands: in a buffer around the communities, a size 1.5 times the average surrounding tree height, an open tree canopy cover of 10-30 percent should be achieved

2. *Muhlenbergia montana* Grassland

Common name: Mountain Muhly Grassland

Conservation Ranking: S2/G3G4

Unique Identifier: CEGLO01646

Seven mountain muhly grassland communities exist within the project area. Most of these are degraded with noxious grasses including timothygrass (*Phleum pratensis*), Kentucky bluegrass (*Poa pratensis*), and smooth brome (*Bromus inermis*), with mountain muhly decreasing in population size. Sections of three of the seven patches remain high quality (southern section of Patch 2, northern section of Patch 6, entirety of Patch 4), where mountain muhly remains the dominant graminoid of these communities. Despite the other patches being lesser in quality due to dominance of noxious grasses, vehicles should still avoid driving over these grassland areas, and they should not be used as stockpile or staging areas since any of these activities will further degrade the stands. Further, particularly for degraded stands rich in noxious weeds, use of vehicles over these areas can advance the spread of noxious weeds across the project area and beyond. The tree thinning work of this project could potentially assist these stands by removing canopy crowding at the peripheries of the stands.

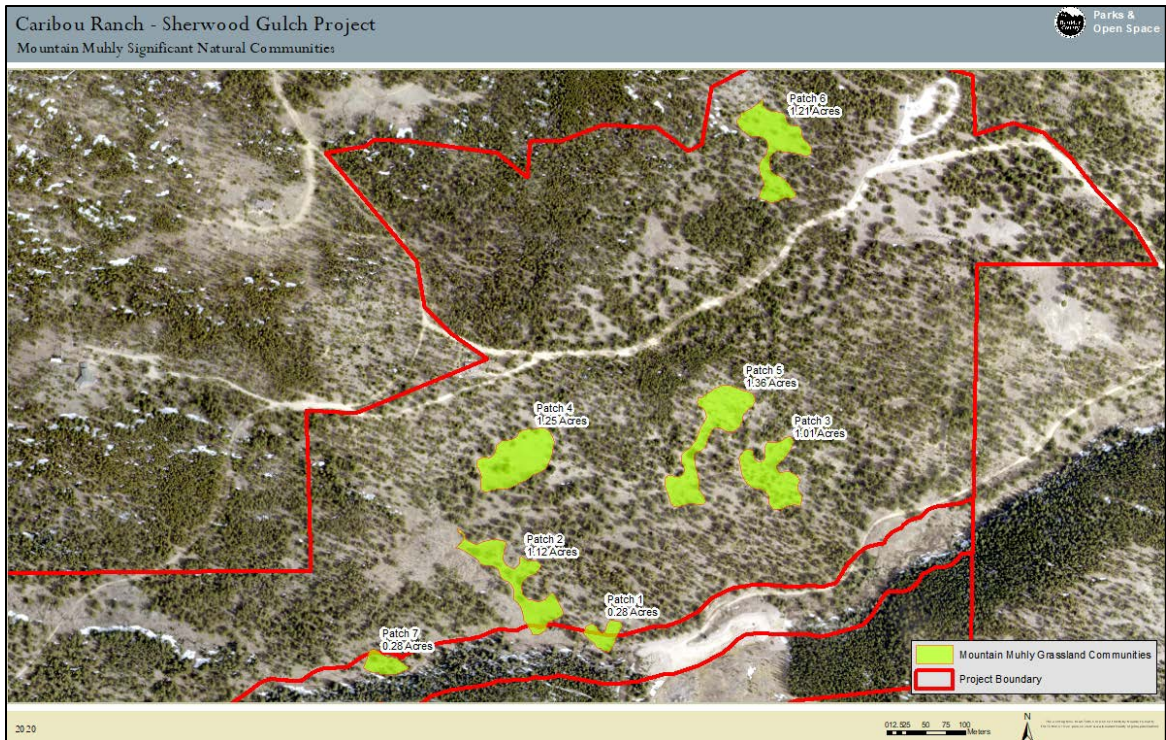


Figure 3. Map of the potential Mountain Muhly Grassland communities within the project area.



Photo 2. Northern section of Patch 6, facing north. Example of *Muhlenbergia montana* Grassland.

Mitigations:

- Avoid vehicles or heavy equipment from entering these areas
- Do not stockpile or stage materials in these stands

3. *Pinus flexilis* / *Arctostaphylos uva-ursi* Woodland

Common name: Limber Pine / Kinnikinnick Woodland

Conservation Ranking: S1/G4

Unique Identifier: CEGL000802

A single stand of Limber pine / kinnikinnick woodland falls within the project area. Other tree species include ponderosa pine and douglas-fir, and common juniper may be up to co-dominant in the sub-shrub layer with kinnikinnick. Treatment as prescribed in this project should benefit the stand, by retaining all healthy limber pines of any age class and by removing those infected with dwarf mistletoe. This stand has sparse vegetation cover, and excessive ground disturbance should be avoided in this exposed area. Use of vehicles in this stand or using the stand as a staging or stockpile area should be avoided.

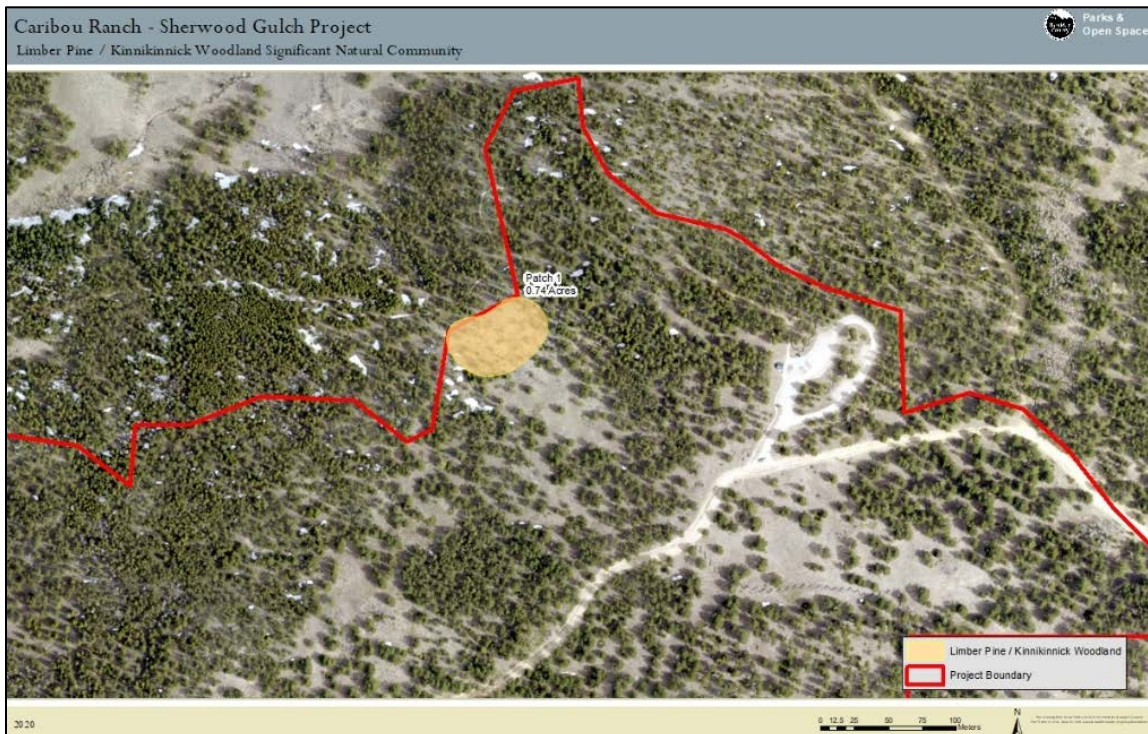


Figure 4. Map of the Limber Pine / Kinnikinnick Woodland within the project area.



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Photo 3. Patch 1 of the Limber Pine / Kinnikinnick Woodland community in the project area, facing southwest.

Mitigations:

- Avoid vehicle use in these areas
- Do not stockpile or stage materials in these stands
- Retain as many healthy limber pines as possible

4. *Purshia tridentata* / *Muhlenbergia montana* Shrubland

Common name: Antelope Bitterbrush / Mountain Muhly Shrubland

Conservation Ranking: S2/G2

Unique Identifier: CEGLO01057

Two major stands of the Antelope Bitterbrush / Mountain Muhly Shrublands are located in the project area, and three much smaller, disjointed stands that line the north side of CR126. If accessing the project area from CR126, these three small stands should be avoided. The two larger stands to the south comprise a much larger area. The local (i.e. Colorado Front Range) description of this community is poorly described, and the polygons shown on the map below are likely not an exact representation of the formal community description. The most notable disparity is that the stands in the project area have a high canopy cover of ponderosa pine, whereas the community description states that these stands occur in rocky openings in ponderosa pine forests. Further analysis is needed to discern the precise community expressed here, but in the meantime these stands should be avoided by vehicles and heavy equipment to not excessively disturb these stands. It's likely these areas will be avoided in that regard anyway due to steep and rocky slopes. Due to a poor localized description of this community, there is no recommendation on how thinning should occur in these stands, and project work should be in accordance with the project plan.

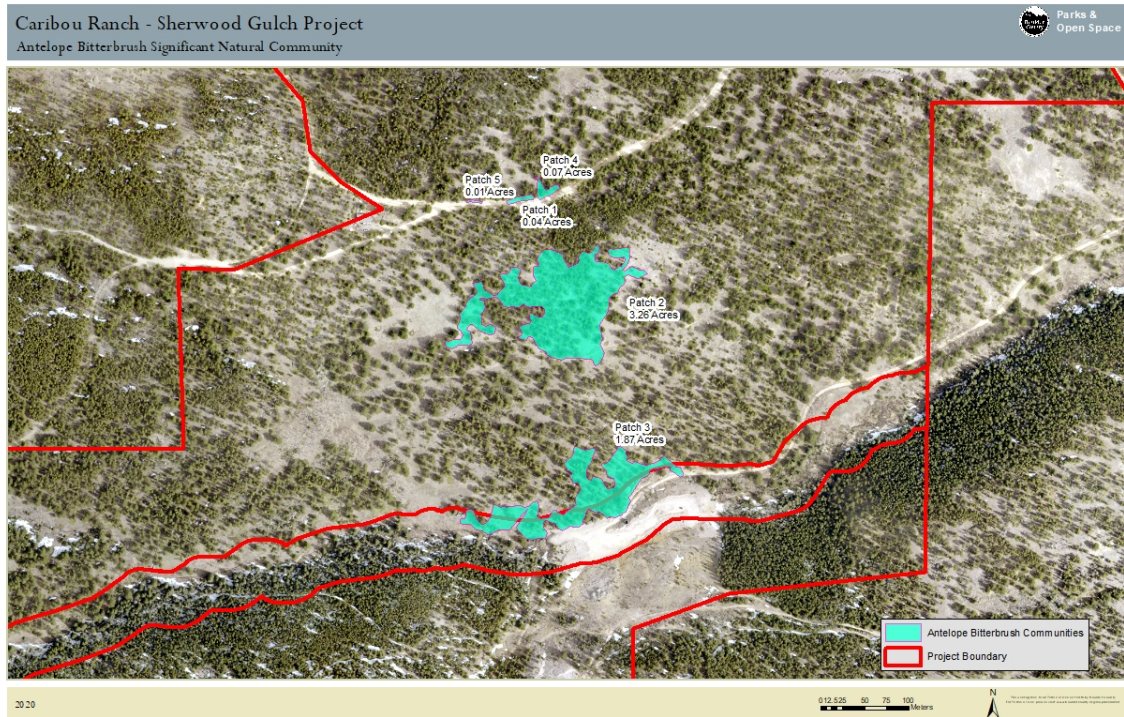


Figure 5. Map of the potential Antelope Bitterbrush / Mountain Muhly Shrublands within the project area, occurring in rocky openings in ponderosa pine forests.



Photo 4. Patch 2 of potential Antelope Bitterbrush / Mountain Muhly Shrubland community in the project area, facing northwest.

Mitigations:

- Avoid vehicle use in these areas
- Do not stockpile or stage materials in these stands
- Avoid antelope bitterbrush mortality

5. *Pinus ponderosa* / *Muhlenbergia montana* Woodland

Common name: Ponderosa Pine / Mountain Muhly Woodland

Conservation Ranking: S2/G4

Unique Identifier: CEGLO00862

A significant area (approx. 20 acres) of the Caribou Ranch-Sherwood Gulch properties (Parcels A and B) is comprised of the Colorado State imperiled Ponderosa Pine / Mountain Muhly Woodland. Throughout its range, this community occurs mainly on southern aspects from gentle to steep slopes. Healthy stands can have a dominant ponderosa pine canopy cover ranging from 10-50 percent. The warm-season perennial mountain muhly dominates the herbaceous layer and is diagnostic of this association. However, the stands of this association within the project area have been partially degraded by the introduction of non-native grasses such as timothygrass (*Phleum pratensis*), Kentucky bluegrass (*Poa pratensis*), and smooth brome (*Bromus inermis*). Species composition and structure can be very similar to the Mountain Muhly Grassland association listed above (CEGL001646), except that the ponderosa pine canopy cover in the Ponderosa Pine / Mountain Muhly Woodland exceeds 10 percent, whereas in the Grassland association ponderosa pine canopy cover is less than 10 percent.

This community would benefit from the prescribed treatment where ponderosa pine canopy cover exceeds or is approaching the 50 percent maximum known for healthy stands of this significant natural community. Decreasing the canopy cover to 15-20 percent would be ideal to support long-term sustainability of this community.

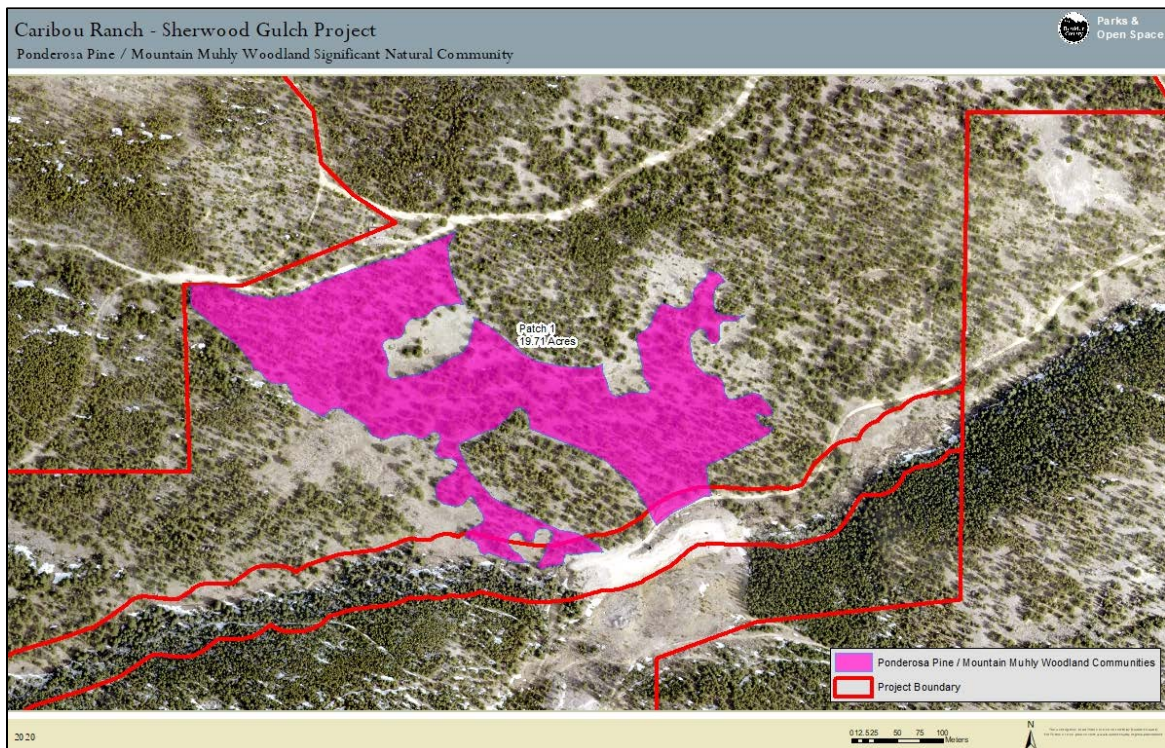


Figure 6. Map of Ponderosa Pine / Mountain Muhly Woodland Significant Natural Community within the project area.



Photo 5. Image of the Ponderosa Pine / Mountain Muhly Woodland in the foreground. Toward the background, the ponderosa pine canopy cover increases, changing community structure and type.

Mitigations:

- Minimize vehicle use and access roads in these areas
- Do not stockpile or stage materials in these stands
- Decrease ponderosa pine canopy cover to 15-20 percent in these stands.
- Decommission and restore any access roads in these areas after treatment. Restoration will include a seed mix with mountain muhly and other grasses and forbs identified in these stands.
- Add locally collected mountain muhly seed to stands to support recovery

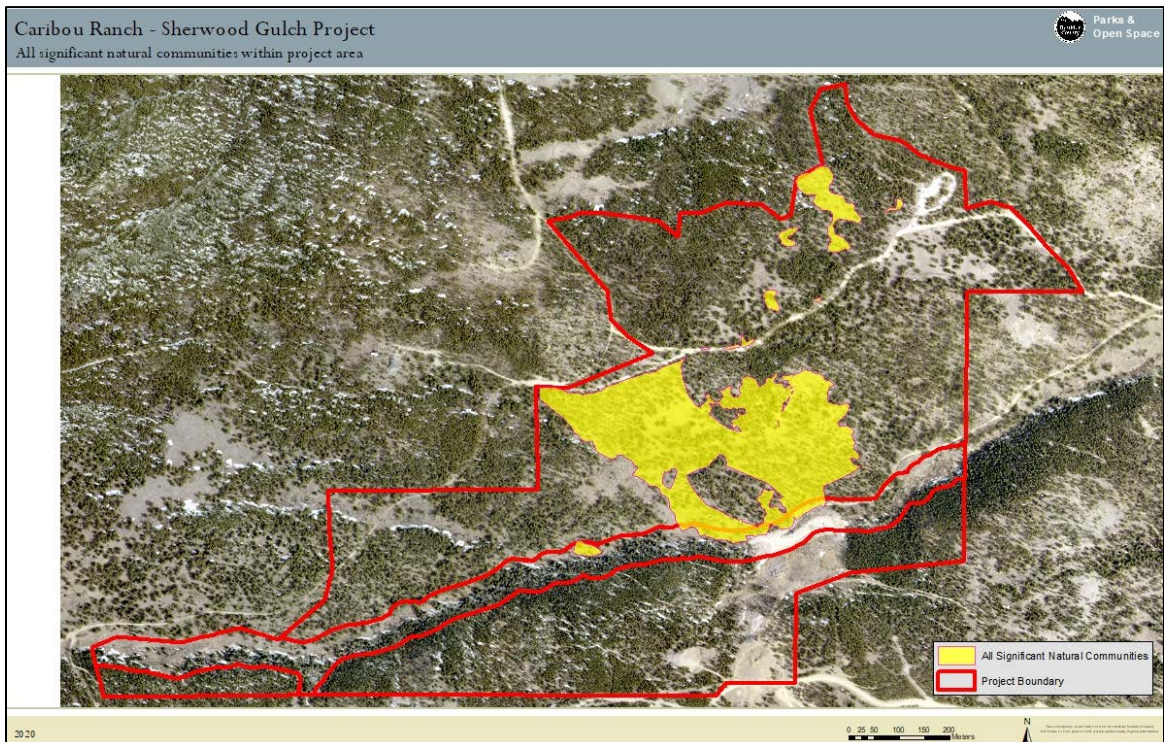


Figure 7. All significant natural communities in the project area, excluding the riparian corridor.



SUMMARY OF MITIGATIONS

All mitigations detailed above are summarized below.

GENERAL CONCERNS AND MITIGATIONS

Wash and inspect vehicles and equipment per project requirements before entering or leaving project area. When applicable, use only weed free certified materials, including gravel, sand, topsoil, mulch, and seed. Access roads should avoid areas with noxious weeds, or noxious weeds should be treated beforehand by mowing when appropriate, or by physically removing the weeds within the planned access road perimeter. Generally, access roads should only be constructed in ponderosa pine forest that are planned to receive the prescribed treatment. Access roads should be cut in as thinning proceeds, harvesting trees per prescription requirements to clear a path, thereby minimizing unnecessary disturbance and ensuring access roads are only built as needed. Access roads, stockpile or staging areas, and other areas where ground disturbance is anticipated must be restored to pre-construction conditions. This includes decompaction of soil, installation of erosion mitigations, reseeding, and controlling for noxious weeds.

SPECIES OF SPECIAL CONCERN

Because no species of special concern are known to occur in the project area, no specific mitigations are recommended. Should any species of special concern be encountered during the course of the project, they should be reported to Plant Ecology staff.

WETLAND & RIPARIAN AREAS

Because no treatments are planned to occur within the riparian corridor, no specific mitigations are recommended. No work, access, or project-related disturbance is permitted inside the riparian corridor buffer (Figure 1).

SIGNIFICANT NATURAL COMMUNITIES

In all the significant natural communities mapped and referenced in this document, the following mitigations are provided:

- Do not drive vehicles or create temporary access roads through any of these stands. See exception for the Ponderosa Pine / Mountain Muhly Woodland, below.
- Do not stockpile or stage materials in these stands.

The following are community-specific mitigations:

- Ponderosa pine / Mountain sagebrush Woodland
 - Avoid mountain sagebrush mortality.



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- To improve quality of stands: in a buffer around the communities, a size 1.5 times the average surrounding tree height, an open tree canopy cover of 10-30 percent should be achieved.
- Mountain Muhly Grassland
 - N/A
- Limber Pine / Kinnikinnick Woodland
 - Retain as many healthy limber pines as possible.
- Antelope Bitterbrush / Mountain Muhly Shrubland
 - Avoid antelope bitterbrush mortality.
- Ponderosa Pine / Mountain Muhly Woodland
 - Due to the expanse of the Ponderosa Pine / Mountain Muhly Woodland within the project area, it may be excessively onerous or prohibitive to completely avoid the use of vehicles within these areas during this project. For this reason, access roads are permitted but must be kept at a minimum and must be decommissioned and restored after treatment. Restoration will include the use of a seed mix that contains mountain muhly and other grasses and forbs identified in these stands.
 - Decrease ponderosa pine canopy cover to 15-20 percent in these stands.
 - Add locally collected mountain muhly seed to stands to support community recovery.

Sherwood Gulch Recommendations – Trails

- Trees within three feet of trail will be left in place to ensure trail corridor does not widen.
- No tree removal around switchbacks, approximate buffer of 100' above and below switchback. All trees in between upper and lower legs of trail will be left in place within this 100' length. Trees within 10' of trail tread within the 100' length will be left in place.

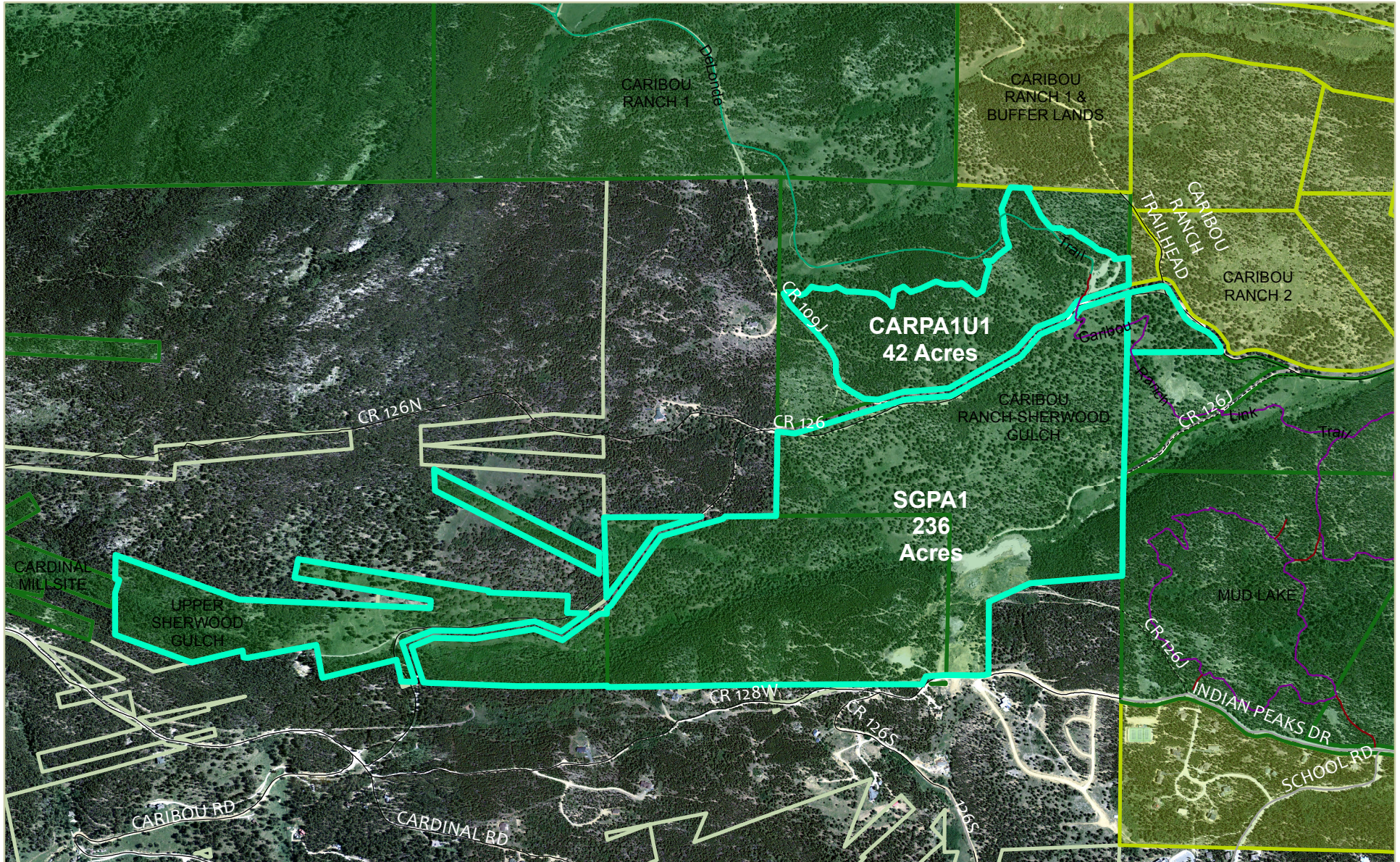
Example of buffer around switchback:



Caribou Ranch- Sherwood Gulch Forest Treatment Concept Map



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2016

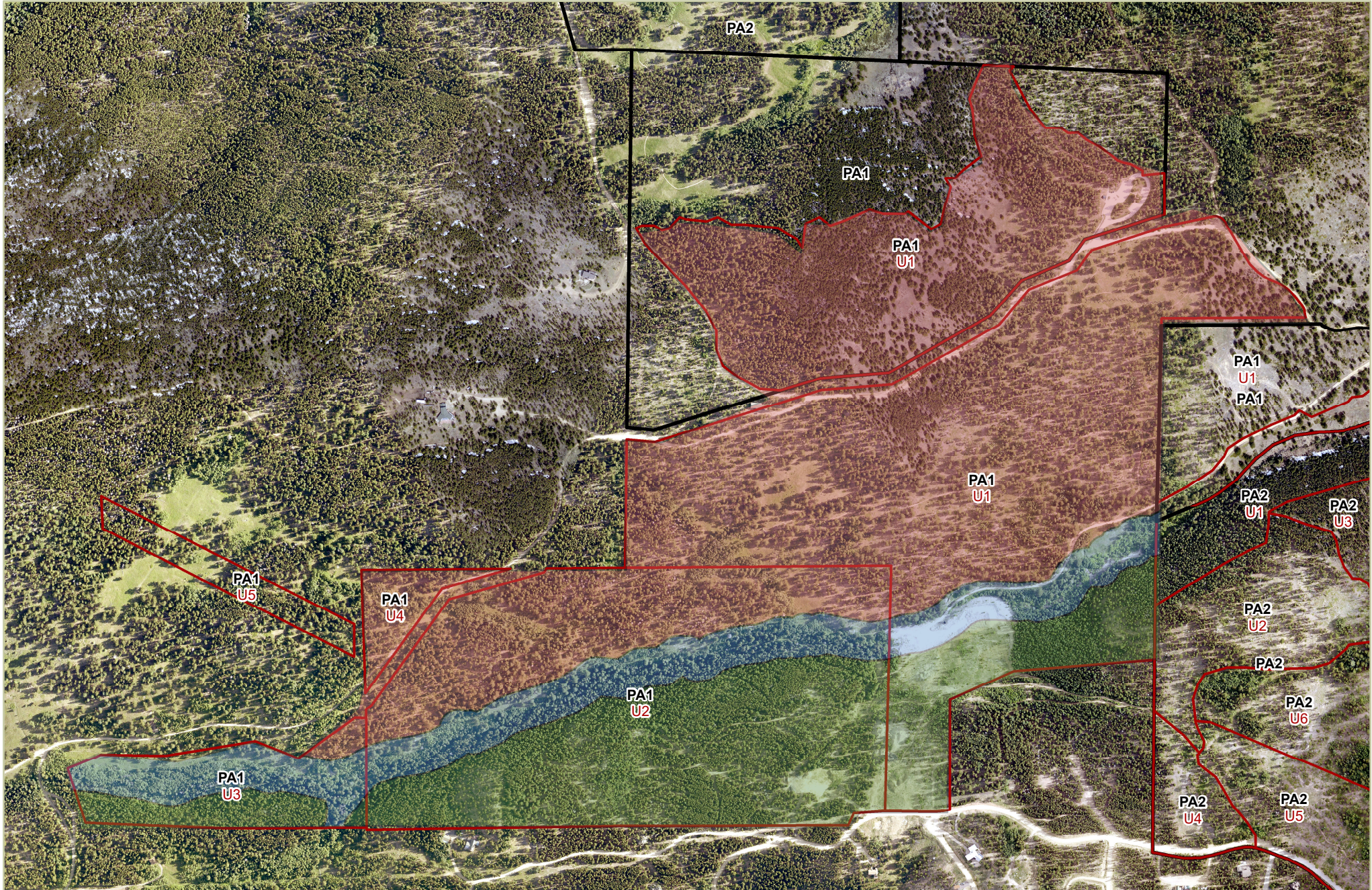
Caribou Sherwood Forest Treatment	Jeep Road	County Open Space	USFS Land
Minor Road	Municipal Road	County Conservation Easement	

0 1,000 2,000
Feet

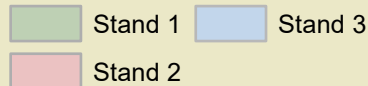
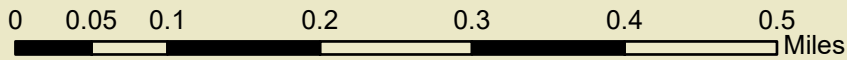
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For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer

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Sherwood Gulch Stands



2019



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Colorado State Forest Service Financial Assistance Program Project Award Notification

Project Name	Caribou Ranch and Sherwood Gulch Fuels Reduction
Project Number (if applicable)	N/A
CSFS Account Number	5391486
CSFS Account Title	19CPG CG5 BO Caribou Ranch
Estimated Total Project Cost	\$490,000
Award Amount	\$245,000
Minimum Recipient Match Required	\$245,000
Award Beginning Date	9/1/2019
Award End Date	12/31/2022
Federal Funds	Yes
State Funds	No
Other Funds	No

Based on the strength of the application submitted by **Boulder County Parks and Open Space**, the Colorado State Forest Service (CSFS) is providing funding in the amount up to but not exceeding **\$245,000** to accomplish the project described in the attached Scope of Work (Attachment A).

As the recipient, **Boulder County Parks and Open Space**, will be reimbursed for allowable costs incurred in implementing the project up to the amount listed above once the following requirements are met:

- Complete work as described in *Attachment A (Scope of Work)* including following Best Management Practices for Forest Management Practices.
- Cost/Match Documentation:
 - Expenses incurred prior to the Award Beginning Date will not be reimbursed or used as match.
 - Provide documentation that project funds have been matched at a minimum of **\$245,000**.
 - Documentation supporting costs and match must be submitted through the local CSFS Field Office for reimbursement. Original signatures are required on reimbursement requests. Documentation for all expenses (actual costs and values of items that are not out-of-pocket expenses) and match is required. Follow the guidelines in the enclosed "Guidance for Allowable/Unallowable Costs for Reimbursement and Match".
 - Only recipient costs that support accomplishing the Scope of Work as indicated on Attachment A of the Project Award Notification are eligible for reimbursement. Non-recipient costs can be used as match. Non-recipients are third party participants (contributors other than the award recipient) supporting the implementation of the project.
 - In-kind activities will be documented on the current *CSFS In-Kind Documentation Form* using the current volunteer rate **at the time work was completed**. Grant recipients may use a spreadsheet to track hours, however, the information must be summarized in the In-Kind form and signed by the grant recipient.
 - In instances where there are multiple landowners involved with providing in-kind services documentation of volunteer hours will come from the *CSFS In-Kind Documentation Form* for each landowner involved with the project and must be signed by the landowner.

- For projects where the award recipient passes funds to individual landowners, the landowner's labor is reimbursable and valued at the volunteer rate. Reimbursement will only be made to the original award recipient who will then reimburse the landowner. Ex. HOA is the award recipient and makes additional awards to individual landowners. Landowners do the work, submit documentation to HOA, HOA submits reimbursement request for HOA to CSFS, CSFS reimburses HOA, HOA reimburses individual landowner.
- Project work will be inspected by the CSFS Field Office to certify the work meets the Scope of Work as described in Attachment A. Once all documentation is complete the CSFS Supervisory Forester will sign and date to certify the work meets the Scope of Work and costs/match are allowable.
- **Closeout Report/Special Reporting Info for Grant (if applicable):** N/A
- **Boulder County Parks and Open Space** certifies that neither the award recipient nor any principals represented herein are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Grant funds may not be used to purchase capital equipment. Tangible supplies under \$5,000 that contribute to the Scope of Work are allowable as identified in the grant application.

Electronic copies of the CSFS In-Kind Form are available through the local CSFS Field Office. Local CSFS Field Office is responsible for completing the CSFS Reimbursement Paperwork Package with documentation provided by the award recipient.

This funding may be extended at the discretion of CSFS Program Manager. Requests for extensions must be made in writing **at least 90 days** before the award end date. Requests must be sent to the local CSFS Supervisory Forester and include: why an extension is needed, new timeline for completion, and changes to the Scope of Work (deliverables) if applicable. The CSFS Field Office will review and forward to the appropriate Program Manager for approval. Approvals will be given in writing to the award recipient.

As the award recipient I have read, understand, and agree to the conditions of participating in this financial assistance program.

Award Recipient Signature:

 Date: 11/5/19

Award Recipient Name:

Stefan Reinold

Mailing Address:

Boulder County Parks and Open Space
5201 St. Vrain Road
Longmont, CO 80503

Telephone Number:

303-678-6202

Email Address:

sreinold@bouldercounty.gov

**Colorado State Forest Service Financial Assistance Program
Attachment A**

Scope of Work

Project Name: Caribou Ranch and Sherwood Gulch Fuels Reduction

CSFS Account Number: 5391486

Work to be completed/deliverables: Contractors will implement on-the-ground forest management treatments on 100 acres of open space to improve forest resilience in the Caribou Ranch and Sherwood Gulch areas, both owned by BCPOS. Project goals are to protect WUI area residents and infrastructure, recreation amenities, water infrastructure, and wildlife habitat from wildfire.

The project will focus on improving the forest structure through cutting operations (using thinning, patch cuts, or other operations deemed necessary) to promote age and species diversity, and decreasing the buildup of fuels to reduce wildfire hazards. This will allow the forest to be more resilient during wildfires and/or insect and disease outbreaks. A total of 100 acres will be treated with the goal of reducing basal areas by 40-60% across the entire treatment area. The work will make the area more resilient in the face of climate change by favoring fire adapted species such as ponderosa pine that already exist in the area. All efforts will be made to utilize the products created from treatments. BCPOS will utilize whole trees or bole wood in Boulder County's two biomass heating facilities, straight material for post and pole will be used at parks, and firewood will be sold/donated to residents.

The thinning will include all aspects of mechanical treatment. Contractors will implement the projects by cutting trees and skidding and hauling the tree boles off site. Treatments may remove whole trees, or leave branches and limbs to be lopped and scattered in place, or piled and burned during winter months. Whole tree treatments allow for maximum utilization of the byproducts. Youth corps will be utilized to assist with slash pile creation.

The Caribou Ranch and Sherwood Gulch projects will result in a decrease in stand densities, create a more open forest structure, offer more functional habitat for native wildlife and vegetation, and create a hub for future wildfire suppression activities. The BCPOS forestry/fire planning group recognizes the complex interaction between the WUI and hazardous fuels reduction, forest restoration, and/or habitat improvement. Components of these forest management principles will be applied as appropriate across the entire project area, with the overall goal of reducing hazards from wildfire to the WUI and improving forest resilience.

Initials:



Milestone dates:

2019

>Begin planning by using the data from the 2019 inventory to write the forestry prescription
Months 10-12

2020

Introduce prescriptions to Forest ID Team for review - Months 1-3

>Receive input from Forest ID Team, begin project approval process - Months 4-6

>Finalize all input from ID Team and get signed and approved prescription - Months 7-9

>Begin outreach and education mailings to the surrounding Nederland area and schedule a
community meeting to discuss the project Months 10-12

>Begin the Scope of Work and Request for Proposal process - Months 10-12

2021

>Finish the development of the Scope of Work and Request for Proposal; Complete unit prep
work including tree marking and project layout; Hold a pre bid meeting for interested
contractors - Months 1-3

>Select contractor and develop contract - Months 4-6

>Have contractor begin operations - Months 7-9

>Contract monitoring; complete 50% of contracted work (50 acres) - Months 10-12

2022

>Finish the remaining 50% of the work (50 acres); Conduct post rehabilitation assessment -
Months 1-3

>Complete rehabilitation work: skid trail deconstruction, landing rehab, erosion control
measures, and re-seeding of areas as necessary - Months 4-6

>Closeout paperwork - Months 7-9

Standards or Guidelines: Best Management Practices must be followed for all forest
management/fuels mitigation work completed under this award. Refer to the handbook
Forestry Best Management Practices to Protect Water Quality in Colorado for more information
which is located at <http://static.colostate.edu/client-files/csfs/pdfs/ForestryBMP-CO-2010.pdf>.

*All work completed under this award must be certified as meeting minimum Colorado State
Forest Service standards prior to any reimbursement being made to the award recipient. CSFS
Grant Reimbursement Request Form Package will be used to both request reimbursement and to
certify that work has been completed to minimum standards.*

Initials:



Guidance For Allowable/Unallowable Costs For Reimbursement and Match

Costs/Match Must Support Activities Listed in the Scope of Work

Category	Description
Actual Cost	Out of pocket expenses must provide paid receipts, invoices showing a zero balance or proof of payment (ex. Cleared check, credit card receipt)
Recipient Labor	Valued at volunteer labor rate (at time work occurred) and must be documented using the CSFS In-Kind Documentation Form. If the award recipient passes funds to individual landowners the landowner's labor is reimbursable and valued at the volunteer labor rate. Payment will be made to original award recipient.
Salaried Staff	Labor of Recipient's Employees to be valued at actual Salary amount and must be documented
Supplies (recipient)	Out of pocket expense (with receipts) or valued at fair market value if donated by recipient (ex. bar oil, two cycle fuel)
Rented equipment, etc.	Rental equipment with receipts or use of recipient-owned equipment to be valued at current market rental rate or CRRF rate.
Meeting room rental / printing	Meeting room rental with receipts, meeting room provided by recipient to be valued at current market price
Non-recipient Labor (Match Only)	Valued at volunteer labor rate (at time work occurred) and must be documented using the CSFS In-Kind Documentation Form, does not qualify for reimbursement
Non-recipient Cost (Match Only)	Equipment or Supplies donated by non-recipient, does not qualify for reimbursement

Unallowable Costs on Federal Grant Awards:

All costs applied to Federal Grant Awards should pass the test of being reasonable, allowable, allocable, and consistently treated. **Items that are not allowed for reimbursement, are likewise not allowed to be used as match and should not be included on Form 3.**

Examples of Unallowable Costs for Reimbursement and Match:

Repairs or other parts for equipment (ex. Chains, sparkplugs)	Maintenance for equipment (ex. Oil changes, tire rotations)
Tires for equipment	Equipment purchases (ex. Chainsaws, tools, pruning sheers)
Food Costs	Postage
Decorations	Selling and Marketing Costs
Alcoholic beverages	Telephone Charges
Fund raising and investment costs	Computers or other technological devises
Office Supplies	Landowner Mileage to and from work site
	Landowner Travel time to and from work site



CSFS IN-KIND COST DOCUMENTATION FORM

The following are activities conducted for completion of the Financial Assistance Program practice for which I have been funded. Please itemize each activity and value below. Attach receipts when available.

2019 Volunteer Rate is \$26.78 per hour

<u>Date</u>	<u>By Whom</u>	<u>Activity/Expense</u>	<u>Hours</u>	<u>Value \$</u>
Total:			0	\$0.00

Grant Recipient Signature

Date

In-Kind Guidance:

Activities that support projects in the Scope of Work that result in acres treated to CSFS standards for defensible space (Defensible Space Quick Guide - 2012), Gambel oak treatment (6.311 fact sheet), fuelbreaks (*Fuelbreak Guidelines for Forested Subdivisions and Communities*), and thinning (Defensible Space Quick Guide - 2012 or CSFS prescription) will be accepted as in-kind contributions.

Examples of Acceptable In-Kind Activities @ Volt. Rate

- Breaking up continuous oak, brush
- Pruning trees to reduce ladder fuels
- Time/money spent chipping, hauling, or disposing of slash
- Thinning trees
- Creating defensible space
- Creating fuelbreaks
- Administrative activities

Examples of Unacceptable In-Kind Activities:

- Raking pine needles, pine cones beyond Zone 1 within defensible space
- Weed control
- Reseeding
- Stump removal
- Removing dead branches that are not ladder fuels
- Equipment purchase
- Landscaping materials
- Maintenance of treatments

ATTACHMENT D

TERMS AND CONDITIONS

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS

1. The offer of seller, either orally or in writing, shall for all purposes be deemed accepted upon execution of this purchase order.
2. No terms additional to or different from those contained herein shall be valid or effective unless otherwise specified on this purchase order.
3. The Seller acknowledges that it has carefully reviewed and examined this purchase order with all of its incorporated documents attached, and the Seller will not make any claim to the Purchaser based upon or arising out of any misunderstanding or misconception on its part of the provisions and requirements of this purchase order: The seller acknowledges that it has fully examined and analyzed all conditions that could affect its performance and that no conditions exist which would affect the progress, performance, or price of this purchase order.
4. The making of payment shall not constitute an acceptance of any defective or incomplete work.
5. The failure of the Seller to perform any material obligation of this purchase order shall be deemed a default and Purchaser shall thereon be entitled, in addition to any other legal rights and remedies it may have, to cancel this purchase order. The Seller shall be responsible and liable to purchaser for all damages, costs, disbursements and expenses, including attorney's fees, incurred by the Purchaser as a result of the seller's breach or default of this purchase order.
6. This purchase order shall not be changed, modified, or altered except in writing and signed by Seller and Purchaser.
7. The right of cancellation in case of long delay in shipment is reserved.
8. No sales tax or use tax shall be included in or added to prices of materials on this order.
9. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on backorder or canceled.
10. On prepaid freight shipments, copy of freight bill must accompany invoice.
11. This purchase order shall not be assigned in whole or in part nor shall any interest therein including the right to any proceeds and any such purported assignment shall be void.
12. Financial obligations of the county are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available as a result, the county reserves the right to terminate this agreement should necessary funds not be appropriated, budgeted, or otherwise made available.
13. If this purchase order covers equipment, materials, or containers thereof that are required by law to be constructed, packaged, labeled, or registered in a prescribed manner - such as, but not limited to, fabrics, poisons, combustibles gases, and any vehicles, storage tanks, and the like intended for transporting or storing the same. Seller hereby warrants that such equipment, materials, and containers will be in compliance with all such laws irrespective of whether Seller's shipments to Purchaser are interstate or intrastate. This provision applies whether or not a specification is furnished by Purchaser. No extra charges of any kind including charges for boxing, packaging, or cartage shall be allowed.
14. Seller hereby warrants for a period of one year after acceptance of all materials furnished hereunder by Purchaser, that all materials furnished hereunder will be free from all faults and defects, fit and sufficient for the purpose intended, merchantable, of good workmanship and in conformity with any specifications, drawings or samples specified or furnished herewith.
15. The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the State of Colorado. Titles, captions or headings to any provisions, Articles, etc., shall not limit the full contents of same. If any term or provision of this purchase order is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this purchase order.

ATTACHMENT E – Sample Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	000000
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	Resource Management Forestry Division
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – <i>Name, email</i>	Renee Bookless rbookless@bouldercounty.org 303-678-6200
Project Manager – <i>Name, email</i> Main Office Telephone	303-678-6200
Invoice Contact – <i>Name, email</i>	Boulder County Parks and Open Space Department Accounts Payables posgrantpayables@bouldercounty.org
Contractor Contact Information	
Contractor Name	TBD
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
Contract Term	
Start Date	The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract. NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.
Expiration Date	12/31/2021 NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	12/31/2021
Contract Amount	
Contract Amount	TBD
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
RFP# XXXX-21; Caribou Ranch and Sherwood Gulch open space properties Fuels Reduction Project	

Forestry operation services, located on the Caribou Ranch and Sherwood Gulch Open Space properties located at 1521 County Road 126, Nederland, CO 80466. These services are required in order to complete an ~100 acres fuels reduction project.

Contract Documents

- a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents")
- b. Contractor's proposal in response to the Bid Documents (the "Proposal")
- c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work")
- d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")

Purchasing Details – County Internal Use Only

Grant Funded?	Yes
Bid Number	RFP
Award Date	
If no Bid No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	

Contract Notes

Additional information not included above

This project, 2019 State Fire Assistance Wildland-Urban Interface, is supported by a Grant from the Colorado State Forest Service. Account No. 5391486 and Account Title 19CPG CG5 BO Caribou Ranch.

Account Codes:

Grant: 117-27502-74000-1011-102316-GRN1-1435

Match: 126-27502-74000-1011-102291-OS51-1435

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks and Open Space Department ("County") and [TBD-CONTRACTOR] ("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 (i) in a good and workmanlike manner, (ii) at its own cost and expense, (iii) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (iv) in strict accordance with the Contract. County and its representatives shall have access to the Work at all times.

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

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

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

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

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

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

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

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the Expiration Date. Notwithstanding, Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. *As specified in RFP# XXXX-XX, Contractor shall have one sixty (60) calendar days to complete the Work*, unless this Contract is terminated earlier or the County grants Contractor a written extension in accordance with paragraph 6 or 7. In no event shall Work be performed outside the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

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

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

8. **Schedule of Work:** County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule. Contractor shall promptly notify County of any aspect of the Work that will not be delivered or accomplished according to the initial schedule.

9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

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

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

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an

independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): *The phrase "unauthorized worker" as used in this provision shall have the same and intended meaning as "illegal alien" as such phrase is used in C.R.S. §§ 8-17.5-101, et seq.* Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an unauthorized worker who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the

subcontractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an unauthorized worker, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

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

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

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

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

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

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract.

Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

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

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

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

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for insuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Contractor shall promptly notify County if any drawings or specifications are at variance with any laws, regulations, ordinances, or codes. If Contractor performs any Work contrary to such laws, regulations, ordinances, or codes, Contractor shall bear all costs arising therefrom. County approval of the Work or any aspect of Contractor's performance, such as drawings, specifications, plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the 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: All construction, deconstruction, remodel, and office move projects are required to follow construction waste procedure modeled off of Boulder County BuildSmart Code, International Green Construction Code (IGCC), International Energy Conservation Code (IECC), and Leadership in Energy and Environmental Design (LEED) certification, as an effort to achieve maximum jobsite waste diversion, energy efficiency, and water conservation. All 'demolition projects' are to follow deconstruction procedures. Instead of demolition project materials being crushed and primarily sent to the landfill, these projects should be systematically dismantled, typically in the opposite order they were constructed, in order to maximize the salvage of materials. Any hazardous materials encountered should follow state and federal standards, and contractor shall leverage the Boulder County Hazardous Materials Management facility for hazardous materials. The development of a project diversion plan is encouraged to include material types and volume/weight estimations as well as planned destinations. Projects must track all jobsite waste.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING

FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. County Opportunity to Review: Contractor shall provide County with the opportunity to review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

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

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

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

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

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

48. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this provision. HVAC, roofing, and general contractors must be licensed through the Boulder County Community Planning and Permitting Department. Electricians and plumbers must be licensed

through the State and registered with the Boulder County Community Planning and Permitting Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to County prior to Contractor beginning the Work.

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

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

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

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

53. Geographic Information System (GIS) Data: [RESERVED]

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

55. Determination of Unit Prices: County will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The Parties will review the County's preliminary determinations before County renders a written decision thereon (by recommendation

of an Application for Payment or otherwise), which shall be final and binding upon Contractor. The value of any Unit Price Work covered by a Change Order or claim for an increase or decrease in the Contract Amount shall be determined by applying the unit prices to the quantities of items.

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

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

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

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

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

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

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

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty

(30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

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

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

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

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

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

i. **Commercial General Liability**

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

ii. **Automobile Liability**

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

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

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

iv. **Umbrella / Excess Insurance**

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

Additionally, the Contractor will be required to comply with the insurance requirements as specified in the Colorado State Forest Service Grant Agreement. The selected proposer will provide the County with proof of this coverage in the form of a certificate of insurance.

59. **Survival After Termination:** Upon expiration or termination of this Contract, the obligations which by their nature are intended to survive expiration or termination of this Contract, will survive, including but not limited to the *re-seeding and/or re-vegetative* obligations set forth in the Scope of Work.

60. **Grant Compliance/Incorporation of Funding Source Terms and Conditions:**

a. Contractor acknowledges that it is performing the Work for County pursuant to agreements for outside funding between Boulder County and the grantor(s) described below. The Parties agree that all requirements of the funding agreement(s) are included in and incorporated into this Contract. Contractor shall perform the Work in accordance with the funding agreement(s), and shall otherwise comply with all the requirements of each funding agreement. The terms and conditions of the agreement described below, including all State and Federal regulatory requirements, are incorporated into this Contract and shall be binding upon Contractor. Failure of Contractor to comply with these requirements will be a material breach of this Contract. By executing this Contract, Contractor certifies that it understands and shall perform all of its obligations under the following agreement(s):

i. The 2019 State Fire Assistance Wildland-Urban Interface Grant from the Colorado State Forest Service. Account No. 5391486 and Account Title 19CPG CG5 BO Caribou Ranch.

b. Contractor will comply with all State and Local licensing requirements, including but not limited to filing the State of Colorado Statement of Foreign Entity Authority paperwork, if Contractor is not a Colorado company.

c. Contractor shall be authorized to do business in the State of Colorado and shall provide the County with a current **Certificate of Good Standing** evidencing such authorization. Furthermore, Contractor shall be responsible for all applicable sales and employment taxes.

d. Contractor must be and remain in good standing with the Federal Government and comply with all Federal laws for the duration of this Contract. Contractor shall promptly notify County in the event that it loses its good standing with the Federal Government and/or becomes listed on the Federal Debarment Checklist. The issuance of such notice by Contractor shall entitle County to immediately terminate this Contract upon written notice to Contractor.

[Signature Page to Follow]

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

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