



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

INVITATION TO BID
COVER PAGE

BID Number: 7285-21

BID Title: Flood Fencing Reconstruction: Property Boundary and Agriculture Open Space Fence Installation Project

MANDATORY Pre-Bid Meeting: January 6, 2022 – 9:00 a.m.
See Pre-Bid Meeting Section

BID Questions Due: January 13, 2022 – 2:00 p.m.

Submittal Due Date: **JANUARY 27, 2022 – 2:00 p.m.**

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- BID Instructions
- Bond Requirements
- Terms and Conditions
- Geographic Information System Requirements
- Specifications
- Insurance and W-9 Requirements
- Bid Tab Section
- Submittal Checklist
- Signature Page
- Attachment A: FEMA Grant Agreement
- Attachment B: FEMA Grant Change Letter No. 6

Attachment C: FEMA Record of Environmental
Consideration
Attachment D: Grant Agreement Extensions
Attachment E: Project Location Map
Attachment F: Bishop Site map
Attachment G: Braly Site Map
Attachment H: Hall Ranch 1 Site Map
Attachment I: Keyes Site Map
Attachment J: Ramey Site Map
Attachment K: Fence Specifications
Attachment L: Pruning Specifications
Attachment M: Protected Plants and Wildlife
Conservation Measures
Attachment N: FEMA Addendum
Attachment O: Sample Contract



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BID INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is soliciting bids from qualified, licensed and experienced Contractors for construction of approximately sixteen thousand (16,000) Linear Feet (LF) of property boundary and agricultural fences and associated gates at the Hall Ranch 1, Ramey, Braly, Bishop and Keyes Open Space properties near Longmont and Lyons, CO. Each property will be considered a sub-project.

These services are required in order to the replace fences damaged during the September 2013 floods. All fences will be constructed to the specifications herein. A portion of the fences will used for the containment of livestock. At some fence locations the selected Contractor will remove and dispose of existing and damaged fence, braces, and gates. Additionally, vegetation removal may be needed at some locations in order to construct the fence along the desired alignments.

BCPOS will supply a portion of the materials needed for this Project. This bid consists of the Contractor supplying all labor, tools, equipment and additional materials, beyond those supplied by BCPOS, necessary to complete the Project to the specifications herein.

The Project will commence only after a Notice to Proceed has been issued by the County. The Contractor will complete all aspects of the project, including the submittal of required invoice, by **May 31, 2022**.

CONTRACT LANGUAGE:

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

All bidders 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 BID and those listed in the FEMA documentation included as Attachments A - D in this BID packet.

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 Parks and Open Space Department on behalf of the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on the IRFQ, 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.

PROJECT FUNDING REQUIREMENTS:

This project and other projects are supported by a Grant Agreement with State of Colorado acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management, Public Assistance FEMA-DR-4145-CO; 14-L4145-033; Contract CMS NO. 66396 and CMS Routing NO.: 73388; Amended With Form 1 - Grant Change Letter #6 adding PW1188, PW1192, PW1195, PW1196, PW1198 dated September 25, 2014 from the State of Colorado Department of Public Safety Division of Homeland Security and Emergency Management. (See Attachment A - D)

Any associated contract will be subject to the terms and conditions of this Grant Agreement and local/state and federal requirements. All aspects of this Project including administrative tasks, close out items and funding requests are required to be completed by **May 31, 2022**.

Full compliance with the Grant Agreement is required, including, but not limited to:

The selected contractor shall execute the attached Office of Management and Budget Post Federal Award Requirements for Procurement Contracts Addendum as part of any contract with the County and comply with all requirements set forth in that addendum.

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 bids.

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 and remain in good standing with the Federal Government for the duration of the contract. 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 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.

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.

This is a Federally funded disaster Project, the Colorado Unified Certification Program and the Minority Business Development Agency and the Minority Business Office shall be included when soliciting bids.

§200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contract is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Davis Bacon Act: This is not applicable to this Project.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145). Contractor must fully comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland "Anti-Kickback" Act to the Federal awarding agency.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.

1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SAM.GOV (System for Award Management) REGISTRATION:

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

DUNS NUMBER:

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

CERTIFICATE OF GOOD STANDING:

A copy of your business' State issued certificate submitted with your BID 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.

BID BOND:

A bid guarantee is required from each bidder equivalent to five percent (5%) of the bid price.

The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.

Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive. The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids.

Accordingly, after bids are opened, they shall be irrevocable for a period of thirty (30) days. If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.

Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the terms of its winning bid, the contractor's bid shall be rejected and its bid security will be enforced by Boulder County to the extent of actual damages.

PAYMENT & PERFORMANCE BONDS:

Contractors are advised, all bonds are required to be secured prior to the execution of the contract and said bonds will remain in place, for the duration of the contract through the Notice of Final Settlement.

Both a payment and a performance bond are required for this project and each bond must equal 100% of the proposed cost. Bidders may include the cost of this bonding into the total proposed cost.

Payment and Performance Bond requirements are addressed in the attached Sample Contract. Payment and Performance bonds will be required for bids over \$50,000.00. Bonds must be received and approved, by the County, prior to work commencing.

Retainage and a Notice of Final Settlement posting will be required.

PAYMENT FOR SERVICES:

The selected Contractor may submit invoices based on subproject completion, inspection, and approval from the County. Invoices are paid Net 30 upon County approval of work and submittal of approved invoices. The County does not have any prevailing wage requirements for this Project.

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. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

PRE-BID MEETING:

A Mandatory Pre-Bid meeting is scheduled, starting promptly at **9:00 a.m., January 6, 2022**. Interested parties should plan for approximately a four (4) hour meeting that will include driving and walking around multiple open space properties.

The pre-bid meeting will start at the Keyes Open Space property, located at 9748 North 119th Street, Longmont, CO 80501. The property is bordered by North 119th Street on the west, East County Line Road on the east, and Quicksilver Road on the south. Interested parties shall meet on Quicksilver Road just west of the intersection of East County Line Road in Longmont, CO.

The pre-bid group will then travel to the Bishop Open Space property (7568 North 63rd Street, Longmont, CO 80503), which will be accessed from a gate on North 63rd Street west of Longmont, CO.

Next, the pre-bid meeting group will then travel to the Braly Open Space (12191 North 61st Street, Longmont, CO 80503) and Ramey Open Space (12104 North 61st Street, Longmont, CO 80503) properties. This part of the pre-bid meeting will be accessed from a driveway at the intersection of North 61st Street and North 63rd Street, west of Hygiene, CO.

Lastly, the pre-bid meeting group will travel to Hall Ranch Meadows Open Space property (200 Old St Vrain Road, Lyons, CO 80540) and meet at 200 Old St. Vrain Road south of the intersection with Highway 7. After the initial stop the group will travel west by vehicle to a few sites along Old St. Vrain Rd before concluding the pre-bid meeting.

See Attachment E Project Location Map for more details. Additional requests to access the project sites a second time will not be granted.

Bids from firms not represented at the mandatory, pre-bid meeting, and site visit will not be accepted.

ATTACHMENTS:

The following documents are part of this BID:

1. Attachment A: FEMA Grant Agreement
2. Attachment B: FEMA Grant Change Letter No. 6
3. Attachment C: FEMA Record of Environmental Consideration
4. Attachment D: Grant Agreement Extensions
5. Attachment E: Project Location Map
6. Attachment F: Bishop Site map
7. Attachment G: Braly Site Map
8. Attachment H: Hall Ranch 1 Site Map
9. Attachment I: Keyes Site Map
10. Attachment J: Ramey Site Map
11. Attachment K: Fence Specifications
12. Attachment L: Pruning Specifications
13. Attachment M: Protected Plants and Wildlife Conservation Measures
14. Attachment N: FEMA Addendum
15. Attachment O: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **January 13, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **January 20, 2022**.

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

SUBMITTAL INSTRUCTIONS:

BIDs are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on January 27, 2022**. A bid opening will be conducted at 3:00 p.m. via email by sending a copy of the bid tab to all who have submitted a bid.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

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

Email purchasing@bouldercounty.org; identified as **BID# 7285-21** in the subject line.

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

The Board of County Commissioners reserves the right to reject any and all BIDs, to waive any informalities or irregularities therein, and to accept the bid 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.

Please be advised of the following contract term required for all Boulder County contracts effective 12/1/21:

COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, “perform county work in a county facility” means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in a county building. Under the county’s COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County’s vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy.

AMERICANS WITH DISABILITIES ACT (ADA):

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



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TERMS AND CONDITIONS

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

contained within the bid or resulting contract will be clearly stated in the bid and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Bids that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient materials 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. Bid Security: Boulder County may require, at its discretion, bid security for construction contracts when the price is expected to exceed \$50,000 and for any other contracts as determined by Boulder County to be in its best interest. Bid security provides assurance to Boulder County that the bidder will, upon award, fulfill its bonding and contracting obligations as required by the instructions to bidders. When bid security is required, as indicated in the instructions to bidders, the following terms apply:
 - Bid security must be for an amount equal to 5 percent of the amount bid, unless otherwise stipulated in the instructions to bidders.
 - Bid security must be in the form of a bond, issued by a surety company authorized to do business in Colorado, or a bank cashier's check made payable to Boulder County.
 - Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.
 - Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive.
 - The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids. Accordingly, after bids are opened, they shall be irrevocable for a period of thirty (30) days.
 - If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.

- Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the terms of its winning bid, the contractor's bid shall be rejected and its bid security will be enforced by Boulder County to the extent of actual damages.



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GEOGRAPHIC INFORMATION SYSTEM REQUIREMENTS

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DELIVERABLE REQUIREMENTS:

This requirement is not applicable to this Project, bidders are instructed to disregard this section.

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 bid 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 BID.



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SPECIFICATIONS

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The selected, experienced and licensed Contractor will construct new four (4) strand barbed wire fence, new five (5) strand barbed wire fence, new five (5) strand smooth wire fence, new four (4) rail corral board fence, new fence braces and associated Heavy Duty (HD) steel tube gates as described by site (fence section) at the Open Space properties below. Each property will be considered a sub-project and each site will be bid as a single bid item in the bid tab.

Fence alignments and additional scope of work details are included in the associated sub-project Site Maps; Attachments F - J. The specific fence type specifications are included in Attachment K Fence Specifications. Sub-project scope of work descriptions are as follows:

Hall Ranch 1 Open Space:

1. Site 14a:
 - a. Install 905 LF of 5-strand smooth wire fence.
 - b. Install one (1) 16' HD metal gate, four (4) H-braces and one (1) corner brace
 - c. Vegetation pruning and removal as needed.
 - d. Remove and dispose old fence and braces.
2. Site 14b:
 - a. Install 848 LF of 5-strand smooth wire fence, one (1) 16' HD steel gate, one (1) 4' HD steel pedestrian gate, and six (6) H-braces.
3. Site 14d: Three sub-sites
 - a. Site 14d-1: Install one (1) 16' HD steel gate and two (2) H-braces. Tie into existing fence and fix as needed.
 - b. Site 14d-2: Install one (1) H-brace. Tie-into existing fence on either side of H-brace.
 - c. Site 14d-3: Install one (1) 16' HD steel gate and two (2) H-braces. Tie-into existing fence on either side of H-braces.
4. Site 14e:
 - a. Install 950' LF of 5-strand barbed wire fence.
 - b. Tie into existing H-braces on either end of new fence.
5. Site 14g:
 - a. Install 775' LF 5-strand smooth wire fence.
 - b. Install one (1) 16' HD steel gate, four (4) H-braces and two (2) corner braces.
 - c. Tie into existing fence and braces.
 - d. Vegetation pruning and removal as needed.

- e. Remove and dispose old fence and braces.

Bishop Open Space:

- 6. Site 15a:
 - a. Install 675 LF of 5-strand barbed wire fence.
 - a. Install two (2) H-Braces and one (1) corner brace.
 - b. Tie into existing fence and braces.
 - c. Remove and dispose old fence and braces.
- 7. Site 15b:
 - a. Install 920 LF of 4-strand barbed wire fence.
 - d. Install two (2) 16' HD steel gates, four (4) H-braces, and five (5) corner braces.
 - e. Tie into existing fence and braces.
 - f. Remove and dispose old fence and braces.

Braly Open Space:

- 8. Site 9a:
 - a. Install 520 LF of 5-strand smooth wire fence.
 - b. Install two (2) corner braces and one (1) H-brace along existing alignment.
 - c. Tie into existing corner braces.
 - d. Remove and dispose old fence and posts.
- 9. Site 9b:
 - a. Install 480 LF of 5-strand smooth wire fence.
 - b. Install three (3) H-braces and one (1) 16' HD steel gate.
 - c. Tie into existing fence and braces.
 - d. Remove and dispose old fence and braces.
- 10. Site 9c:
 - a. Install 950 LF of 5-strand smooth wire fence.
 - b. Install one (1) 16' HD steel gate, two (2) corner braces, and two (2) H-braces.
 - c. Vegetation pruning and removal as needed.
 - d. Tie into existing fence and braces.
 - e. Remove and dispose old fence and braces.

Ramey Open Space:

- 11. Site 9d:
 - a. Install 950 LF of 5-strand barbed wire fence.
 - b. Install two (2) 16' HD steel gates, four (4) corner braces and four (4) H-braces.
 - c. Remove and dispose old fence and braces.
- 12. Site 9e:
 - a. Install 910 LF of 5-strand barbed wire fence.
 - b. Install four (4) 12' HD steel gates, five (5) corner braces and five (5) H-braces.
 - c. Remove and dispose old fence and braces.

Keyes North Open Space:

13. Site 6b:
 - a. Install 835 LF of 5-strand barbed wire fence.
 - b. Install one (1) 16' HD steel gate, two (2) H-braces, and one (1) corner brace.
 - c. Tie into existing fence and braces.
 - d. Remove and dispose old fence and braces.
14. Site 6e:
 - a. Install 580 LF of 5-strand barbed wire fence.
 - b. Install two (2) H-braces.
 - c. Tie into existing fence and braces.
 - d. Remove and dispose old fence and braces.
15. Site 6g:
 - a. Install 930 LF of 4-strand barbed wire fence.
 - b. Install one (1) 16' HD steel gates, four (4) H-braces and reinstall one (1) existing 16' HD metal gate.
 - c. Tie into existing fence and braces.
16. Site 6i:
 - a. Install 225 LF of 4-rail corral board fence.
 - b. Install one (1) 12' HD steel gate.
 - c. Tie into existing fence and braces.
 - d. Remove and dispose old fence and braces.
17. Site 6l:
 - a. Install 1080 LF of 4-strand barbed wire fence.
 - b. Install two (2) 16' HD steel gates, four (4) H-braces, one (1) corner brace, and reinstall two (2) existing 12' HD metal gates.
18. Site 6m:
 - a. Install 2000 LF of 4-strand barbed wire fence.
 - b. Install three (3) 12' HD steel gate, five (5) H-braces, and six (6) corner braces.
 - c. Vegetation pruning and removal as needed.
 - d. Remove and dispose old fence and braces.
19. Site 6o:
 - a. Install 1250 LF of 4-strand barbed wire fence.
 - b. Install one (1) 16' HD steel gate, one (1) 12' HD metal gate, four (4) H-braces, and two (2) corner braces.
 - c. Vegetation pruning and removal as needed.
 - d. Tie into existing fence and braces.

Construction will include mobilization of equipment, crews, and materials. Construction will include; purchasing of materials as needed, building H-braces, corner braces, gate braces, setting wood posts, hanging, stretching, and securing barbed or smooth wire to posts, installing wire lay-down gates, hanging Heavy Duty (HD) steel tube gates on braces, tying existing intersecting fences into the new fences where applicable, removing vegetation that is impeding fence construction and shall adhere to the specifications herein. The finished project will provide

Boulder County the specified styles of fence for property boundaries as well as provide the agricultural land tenants with the specified style of fencing for livestock purposes.

BOULDER COUNTY RESPONSIBILITIES:

BCPOS will be supplying some of the materials needed for the project. BCPOS has the following materials stockpiled on Hwy 52 west of County Line Road; northwest of Erie, CO. BCPOS will provide these new materials to the Contractor for use in the project. The Contractor is responsible for purchasing/supplying all other new materials needed to complete the project to the specifications here within and bids shall account for the purchase of materials. The Contractor will credit BCPOS for any BCPOS supplied materials that are used and will return all unused material, if any, to BCPOS upon completion of the work. The Contractor will be responsible for picking up and moving the materials to the sub-project sites as needed:

1. Ten (10) rolls of premium 2-point barbed wire (1320 LF per roll),
2. One hundred and fifty (150) 6"x 8' treated wood posts,
3. Two hundred (200) 5"x 8' treated wood posts, and
4. Three Hundred and forty (340) 6'x 1.33 premium steel t-posts (w/out wire clips).

Boulder County shall provide reasonable access for all work. Boulder County reserves the right to postpone or re-direct work to minimize damage from equipment to wet ground, streambanks, and irrigated pastures. Damages resulting from this work, including vehicle track rutting that shall impact flood irrigation pasture or open space land shall be repaired by the Contractor at no cost to the County.

Boulder County reserves the right to remove components of this project from construction, dependent on final costs and budgets.

CONTRACTOR RESPONSIBILITIES:

The Contractor will provide all necessary tools, equipment, and labor for constructing the fences and gates noted above in the specifications here within or **Attachment K Fence Specifications**.

Approximate fence alignments are included in the sub-project Site Maps and most of the new fence will follow existing fence alignments. As needed, the Contractor will flag proposed fence alignments and locations of braces and gate on site for approval by the BCPOS Project Manager (PM) prior to the commencement of work. The Contractor will coordinate with the BCPOS PM to identify alignments and field fit where necessary. All fence length measurements are approximate and any changes to final quantities will be paid per unit price of the item as listed on the bid tab. All associated costs shall be included in the bid.

Contractor is responsible for tying existing intersecting fences into the new fences where applicable. All associated costs shall be included in the bid.

The Contractor will be responsible for providing restroom facilities at sites which they are actively working.

Prior to the commencement of work, the Contractor will submit for approval to the BCPOS PM a proposed project schedule detailing the work sequence and timeline for each sub-project and the full project.

Prior to the commencement of work, the Contractor will submit for approval to the BCPOS PM material submittals for each type of material necessary to complete the work as described in the specifications here within. The BCPOS PM and Contractor jointly work on a submittal register to document submittals and approvals.

VEGETATION PRUNING AND REMOVAL:

Contractor is responsible for all tree and vegetation pruning or removal needed to construct new fence segments and complete the project. The Contractor will flag areas of vegetation needing removal or pruning in consultation with the BCPOS PM. Tree and vegetation pruning, or removal will only be done after the BCPOS PM has given approval. Vegetation pruning and removal will follow BCPOS standards as noted in **Attachment L Pruning Specifications**. All removed vegetation will be removed from site and disposed at an approved landfill. All associated costs shall be included in the bid.

MATERIAL AND VEGETATION DISPOSAL:

The Contractor is responsible for removal and proper off-site disposal of existing fence materials being replaced by the new fencing and any fencing debris. All fencing related debris and vegetation debris shall be disposed at the Front Range Landfill in Erie, CO or Foothills Landfill in Golden, CO. Additionally, vegetation debris may be disposed at the Western Disposal transfer station in Boulder, CO. Prior to the commencement of work the Contractor shall submit a disposal plan for approval to the BCPOS PM. Prior to final payment, the Contractor shall submit all documentation of all material that is disposed of off-site; including disposal location, associated land-fill permits and load tickets. All associated costs shall be included in the bid.

SAFETY PLAN:

Contractor shall submit one (1) safety plan for all project activities.

EQUIPMENT OPERATIONS AND MAINTENANCE:

To minimize the spread of invasive plant species, wash and/or inspect vehicles and equipment before entering or leaving the project sites so that they are free of all mud, vegetative matter, organic material, seeds and other debris. All equipment shall be thoroughly cleaned, including the undercarriages, tracks, turrets, buckets, drags, teeth, tires, etc. If vehicles and equipment are not clean upon arrival on site, the BCPOS PM will request the equipment and vehicles to be removed from the site and cleaned.

RIGHT-OF-WAY (ROW):

If working within the ROW, contractor will need to provide written documentation on their "Method of Handling Traffic" prior to beginning work and any issued permits from local or state entities allowing this work to take place. The narrative should include proposed equipment used,

duration of time in the ROW, using signage or flaggers. The Traffic Plan shall be submitted to the BCPOS PM prior to commencement of work.

HAZARDOUS MATERIALS:

Contractor will properly handle, package, transport, and dispose of hazardous materials and/or waste in accordance with all Local, State, and Federal regulations, laws, and ordinances. If hazardous substances are released to the project area during construction, these Federal, State, and Local requirements must be followed in response and cleanup.

CULTURAL RESOURCES:

If during the course of work, unmarked graves, burials, human remains, or archaeological artifacts (prehistoric or historic) are discovered, the Contractor shall stop work in the vicinity of the discovery, secure the site, and take all reasonable measures to avoid or minimize harm to the finds. All archaeological findings will be secured and access to the sensitive area restricted. The Contractor shall notify the BCPOS PM immediately if any cultural resources are discovered during construction, and BCPOS will notify FEMA immediately.

PROTECTED PLANTS AND WILDLIFE CONSERVATION MEASURES

Mitigating impacts to protected plants or wildlife is critical and conservation measures noted below and in **Attachment M Protected Plants and Wildlife Conservation Measures**, shall be implemented early in the construction process to limit or avoid construction delays. The Contractor shall work to have a small limit-of-disturbance and coordinate construction activities and implementation of conservation measures to mitigate impacts with the BCPOS PM.

The Contractor shall locate access routes, material haul routes, and staging and fueling areas in previously disturbed areas, and along existing roads or within two vehicle widths of existing and new fence alignments. When working near streams, ditches or riparian areas vehicles and equipment shall remain on the pasture or roadside of the fence, away from the stream, ditch or riparian area.

Prior to commencement of work, the BCPOS PM and Contractor shall discuss and define haul routes, access points, staging and fueling areas, limits-of-disturbance and areas of no entry for equipment and as needed, delineate such on the ground with plastic construction fencing or flagging prior to any ground disturbance or vegetation removal.

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.

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Community Planning and Permitting Department. Electricians and plumbers are required to be licensed through the State of Colorado and registered with the Boulder County Community Planning and Permitting Department. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado.

PROJECT COMPLETION SCHEDULE:

The date of completion will be on or by **Tuesday, May 31, 2022.**

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.



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

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

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

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

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

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your bid 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 bid.



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

BID TAB SECTION

Hall Ranch 1 Open Space

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Cost</u>
1	Site 14a: Install 905 LF of 5-strand smooth wire fence, one (1) 16' HD metal gate, four (4) H-braces and one (1) corner brace. Vegetation pruning and removal. Remove and dispose old fence and braces.	905	feet	\$ _____	\$ _____
2	Site 14b: Install 848 LF of 5-strand smooth wire fence, one (1) 16' HD steel gate, one (1) 4' HD steel pedestrian gate, and seven (7) H-braces.	848	feet	\$ _____	\$ _____
3	Site 14d: Three sub-sites 1. Site 14d-1: Install one (1) 16' HD steel gate and two (2) H-braces. 2. Site 14d-2: Install one (1) H-brace. 3. Site 14d-3: Install one (1) 16' HD steel gate and two (2) H-braces. Tie-into existing fence on either side of H-braces.	1	LS	\$ _____	\$ _____
4	Site 14e: Install 950' LF of 5-strand barbed wire fence. Tie into existing H-braces on either end of new fence.	950	feet	\$ _____	\$ _____
5	Site 14g: Install 775' LF 5-strand smooth wire fence, one (1) 16' HD steel gate, four (4) H-braces and two (2) corner braces. Tie into existing fence and braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	775	feet	\$ _____	\$ _____
Subtotal					\$ _____

Bishop Open Space

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
6	Site 15a: Install 675 LF of 5-strand barbed wire fence, two (2) H-Braces and one (1) corner brace. Tie into existing fence and braces. Remove and dispose old fence and braces.	675	feet	\$_____	\$_____
7	Site 15b: Install 920 LF of 4-strand barbed wire fence, two (2) 16' HD steel gate, four (4) H-braces, five (5) corner braces. Tie into existing fence and braces. Remove and dispose old fence and braces.	920	feet	\$_____	\$_____
				Subtotal	\$_____

Braly Open Space

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
8	Site 9a: Install 520 LF of 5-strand smooth wire fence, two (2) corner braces and one (1) H-brace along existing alignment. Tie into existing corner braces. Remove and dispose old fence and posts.	520	feet	\$_____	\$_____
9	Site 9b: Install 480 LF of 5-strand smooth wire fence, three (3) H-braces and one (1) 16' HD steel gate. Tie into existing fence and braces. Remove and dispose old fence and braces.	480	feet	\$_____	\$_____
10	Site 9c: Install 950 LF of 5-strand smooth wire fence, one (1) 16' HD steel gate, two (2) corner braces, and two (2) H-braces. Tie into existing fence and braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	950	feet	\$_____	\$_____
				Subtotal	\$_____

Ramey Meadow Open Space

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
11	Site 9d: Install 950 LF of 5-strand barbed wire fence, two (2) 16' HD steel gates, four (4) corner braces and four (4) H-braces. Remove and dispose old fence and braces.	950	feet	\$_____	\$_____

12	Site 9e: Install 910 LF of 5-strand barbed wire fence, four (4) 12' HD steel gates, five (5) corner braces and five (5) H-braces. Remove and dispose old fence and braces.	910	feet	\$ _____	\$ _____
				Subtotal	\$ _____

Keyes Open Space

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
13	Site 6b: Install 835 LF of 5-strand barbed wire fence, one (1) 16' HD steel gate, two (2) H-braces, and one (1) corner brace. Tie into existing fence and braces. Remove and dispose old fence and braces.	835	feet	\$ _____	\$ _____
14	Site 6e: Install 580 LF of 5-strand barbed wire fence and two (2) H-braces. Tie into existing fence and braces. Remove and dispose old fence and braces.	580	feet	\$ _____	\$ _____
15	Site 6g: Install 930 LF of 4-strand barbed wire fence, one (1) 16' HD steel gates, four (4) H-braces and reinstall one (1) existing 16' HD metal gate. Tie into existing fence and braces.	930	feet	\$ _____	\$ _____
16	Site 6i: Install 225 LF of 4-rail corral board fence and one (1) 12' HD steel gate. Tie into existing and new fence braces. Remove and dispose old fence and braces.	225	feet	\$ _____	\$ _____
17	Site 6l: Install 1080 LF of 4-strand barbed wire fence, two (2) 16' HD steel gates, four (4) H-braces, one (1) corner brace, and reinstall two (2) existing 12' HD metal gates.	1080	feet	\$ _____	\$ _____
18	Site 6m: Install 2000 LF of 4-strand barbed wire fence, three (3) 12' HD steel gate, five (5) H-braces, and six (6) corner braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	2000	feet	\$ _____	\$ _____
19	Site 6o: Install 1250 LF of 4-strand barbed wire fence, one (1) 16' HD steel gate, one (1) 12' HD steel gate, four (4) H-braces, and two (2) corner braces. Vegetation pruning and removal. Tie into existing fence and braces.	1250	feet	\$ _____	\$ _____
				Subtotal	\$ _____

Credit for BCPO Supplied Materials

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
Cr. 1	6"x8' treated wood post	150	ea	\$_____	(\$_____)
Cr. 2	5"x8' treated wood post	200	ea	\$_____	(\$_____)
Cr. 3	One (1) roll of premium 2-point barbed wire (1320 LF per roll)	10	ea	\$_____	(\$_____)
Cr. 4	6'x 1.33 premium steel t-posts (w/out wire clips)	340	ea	\$_____	(\$_____)
Subtotal					(\$_____)
<u>BID TOTAL</u>					\$_____

Alternative Bid Items

Alt. 1	Install one (1) 16' HD steel gate with gate braces	1	LS	\$_____	\$_____
Alt. 2	Install one (1) 12' HD steel gate with gate braces	1	LS	\$_____	\$_____
Alt. 3	Install one (1) H-brace	1	LS	\$_____	\$_____
Alt. 4	Install one (1) corner brace	1	LS	\$_____	\$_____

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder Date



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

SUBMITTAL CHECKLIST

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

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

INCLUDED	ITEM
	Name, Address, Office Telephone, and Email of company/Organization
	Name and Address of the Partners and Subcontractors – IF APPLICABLE
	A detailed project schedule with an all-inclusive total cost include Contractor's ability to meet Project Completion Schedule
	Name, Title, Phone Number, and email of project lead
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	State your company's ability to comply with the Grant requirements
	Submit three (3) references for similar projects your company has completed within the last three (3) years and contact information
	Insurance Certificate – Proof of Insurance - SAMPLE
	Boulder County Contractor's License
	Bid Security Bond
	Payment Bond and Performance Bond – Statement indicating ability to meet requirement
	W-9 from current year
	Contractor's Duns Number
	Certificate of Good Standing
	SAM.gov Registration
	Signature Page
	Addendum Acknowledgement(s) – IF APPLICABLE



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.

Attachment A

BUSINESS MEETING ITEM COVER SHEET

DEPARTMENT Commissioners

DIVISION

TITLE Grant Agreement with Colorado Dept of Public Safety, Div of
Homeland Security & Emergency Management (Public
Assistance Reimbursement - Flood Response & Recovery)

DOCUMENT TYPE Grant

SUBTYPE Grant Agreement

BUSINESS MEETING DATE 5/15/14

COMMISSIONERS' ACTION

Approved

Denied

Other

ORIGINAL(S) RETURNED TO Mark Doherty

AGENDA ITEM NUMBER

10

COMMENTS Please return a fully-executed document to Cecilia Lacey - BOCC

COVER SHEET FOR GRANTS

FILL OUT THE FIRST PAGE COMPLETELY, PLEASE PRINT OR TYPE.
FOR A GRANT FUNDED CONTRACT, USE COVER SHEET FOR CONTRACTS

■ FLOOD RELATED?
**(Mark box IF FLOOD related only)*

- ARRA Funds
- New Grant Application
- Reinstatement
- EPLS (Federal Funds)

- Continuing Grant Application
- Grant Award (enter#): Click here to enter text.
- BOCC Deadline (date): Click here to enter text.
- E-Grant? If so, include web address/hyperlink to the grant page in the comment section below- & route w/ this cover sheet through DocuSign with grant signature page

Definitions for above:

ARRA Funds – check if application or award funds are stimulus monies
 NEW GRANT APPLICATION -- request for a grant that you have not received before
 CONTINUING GRANT APPLICATION -- request to renew a current grant
 REINSTATEMENT -- you have received this grant before but not on-going year to year
 GRANT AWARD -- notice of grant award or other award document from grantor

Contact: **Phone Number:**

Name, office and phone number of County employee who can answer questions about grant.

Grantor

Where are the funds coming from?

Department/ Elected Office:

Project Name:

What is the grant project called?

Capital Grant or Operating Grant

If Federal Funds Program Name: **CFDA#:**

Funding Sources:

Federal:	<input type="text" value="\$418,161.25"/>
State:	<input type="text" value="\$69,693.54"/>
Other (specify):	<input type="text"/>
County Match (dollars):	<input type="text" value="\$69,693.54"/>
County Match (in-kind):	<input type="text"/>
Total Project Budget:	<input type="text" value="\$557,548.33"/>

GL Org. Key :

Project Key:

Comments:

- HELPFUL HINTS**
- Make sure you have completed Page 1
 - Explain acronyms in Comments section on Page 1
 - All grant applications must be reviewed by Grant Accountant, regardless of dollar amount
 - If your grant application is approved, you will still need subsequent notification of grant award and/or contract for review and approval
 - if your grant is processed as an e-grant you must route it through DocuSign for approval and review.
 - Allow a minimum of 5 business days for the review and approval
 - All grants of \$25,000 or more must be reviewed by County Attorney.

SIGNATURE SHEET FOR GRANTS

EO/DH APPROVAL

I have reviewed the attached application/award/contract.

MICHELLE KREZEK Michelle Krezek 5/14/2014
EO/DH Printed Name EO/DH Signature Date

Reviewed: _____ initialed Date _____

REVIEW SECTION

1. **FINANCE** Date received 5/14/14
I have reviewed the attached document(s).
Signed Kity M. Date reviewed 5/14/14
Comments

**COUNTY ATTORNEY REVIEW MAY BE REQUESTED BY FINANCE.
IF NOT, FINANCE WILL FORWARD DOCUMENT TO BOCC FOR APPROVAL.**

2. **COUNTY ATTORNEY** Date received 5/14/14
I have reviewed the document(s) and verify enforceability & compliance with applicable law.
Signed Mark T. Doherty Date reviewed 5/14/14
Comments



DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

FFATA/FSRS Data Report

The FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) requires the Division of Homeland Security and Emergency Management (DHSEM) to collect the following information for each 2013 sub-award of \$25,000.00 or more. This information is required by the Office of Management and Budget (OMB) and must be submitted by DHSEM into the SUB-AWARD REPORTING SYSTEM (FSRS).

Unless otherwise indicated, all fields must be completed in order to be an eligible sub-grant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	075755199
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	Boulder County
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	1325 Pearl Street Boulder, CO 80302
Primary Location of Performance of the Award	Include City, State, Zip Code (9 digits) and Congressional District	Boulder County

The Information below is required if **all** the following three conditions are met, otherwise enter "Not Required" in row 1:

1. In the preceding fiscal year, 80% or more of the entity annual gross revenues are from the Federal government; and
2. Those revenues are greater than \$25M annually; and
3. Compensation information is not already available through reporting to the IRS or SEC

Names and Total Compensation of the Five (5) most highly compensated officers

- 1.
- 2.
- 3.
- 4.
- 5.

Signature: Candy Domenici Date: 05/15/14
 Agency's Authorized Representative (usually the Grant Administrator or Program Manager or Coordinator)

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.

BEGINNING OF GRANT APPLICATION: PW00286

PA-08-CO-4145-PW-00286(0) P	
Applicant Name:	Application Title:
BOULDER (COUNTY)	BOUCO70 - Emergency Protective Measures
Period of Performance Start:	Period of Performance End:
09-14-2013	03-14-2014

Subgrant Application - Entire Application**Application Title:** BOUCO70 - Emergency Protective Measures**Application Number:** PA-08-CO-4145-PW-00286(0)**Application Type:** Subgrant Application (PW)

	Preparer Information
Prefix	Mr.
First Name	CHARLEY
Middle Initial	
Last Name	CROSS
Title	Project Specialist
Agency/Organization Name	FEMA
Address 1	9195 East Mineral Ave.
Address 2	
City	Centennial
State	CO
Zip	80112
Email	deannabutterbaugh@state.co.us

Is the application preparer the Point of Contact? No

	Point of Contact Information
Prefix	Mr.
First Name	Michael
Middle Initial	N
Last Name	Chard
Title	Director of Emergency Management
Agency/Organization	BOULDER COUNTY
Address 1	1325 Pearl St
Address 2	
City	Boulder
State	CO
ZIP	80306

Public Assistance FEMA-DR-4145-CO: 14-L4145-033

EXHIBIT D – FEMA PROJECT WORKSHEETS

Phone 303-441-3653
 Fax
 Email mchard@bouldercounty.org

Alternate Point of Contact Information

Prefix Mr.
 First Name Michelle
 Middle Initial
 Last Name Krezek
 Title Commissioner's Deputy
 Agency/Organization BOULDER COUNTY
 Address 1 1325 Pearl St
 Address 2
 City Boulder
 State CO
 ZIP 80306
 Phone 303-441-3561
 Fax
 Email mkrezek@bouldercounty.org

Project Description

Disaster Number: 4145
 Pre-Application Number: PA-08-CO-4145-RPA-0008
 Applicant ID: 013-99013-00
 Applicant Name: BOULDER (COUNTY)
 Subdivision:
 Project Number: BOUCO70
 Standard Project Number/Title: 299 - Emergency Protective Measures
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title: BOUCO70 - Emergency Protective Measures
 Category: B.PROTECTIVE MEASURES
 Percentage Work Completed? 0.0 %
As of Date: 12-05-2013

Comments						
The applicant must notify the state if there are any changes in the scope of work prior to starting the repairs. Failure to notify the State Division of Emergency Management may jeopardize receipt of federal funds.						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
CHARLEY CROSS	12-05-2013	Project Worksheet	Project Work Sheet Cost Estimate and maps		St_Vrain_Channel(11-22-2013).pdf(1.45 Mb)	View

CHARLEY CROSS	12-05-2013	Map	Firm Breach 1		FM08013C0253J[1] Breach1.pdf(2.41 Mb)	View
CHARLEY CROSS	12-05-2013	Map	Firm Breach 2		FM08013C0253J[1] Breach2.pdf(2.96 Mb)	View
CHARLEY CROSS	12-05-2013	Map	Firm Breach 7		FM08013C0254J[1] Breach7.pdf(1.15 Mb)	View
JACK CRESS JR	01-16-2014	Miscellaneous	Hold Harmless and ROE	on file at JFO	Boulder County - Hold Harmless and ROE.pdf (478.36 kb)	View

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	St. Vrain Creek		Boulder		CO		No	

Comments
Pursuant to DAP9525.9 sub-grantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. DAC fees will be added at a later date.
Attachments

Facility Name:	St. Vrain Creek
Address 1:	
Address 2:	
County:	Boulder
City:	
State:	CO
ZIP:	
Was this site previously damaged?	No
Percentage Work Completed?	0.00 %
Location:	PA-08-CO-4145-PW-00286(0): T3N, R70W - SEC23
	PA-08-CO-4145-PW-00286(0): During the September 2013 Flood event, the St Vrain Creek breached out of its banks in several locations, causing roadways to wash away, damage to surrounding infrastructure and left behind large deposits of sediment in the original channel. The applicant, 'Boulder County Parks and Open Spaces' have documented several areas in need of restoration along the St Vrain Creek. This document proposes that 4 areas need to have debris removed, one area where bank stabilizing riprap needs to be placed to prevent further scouring, and three areas where breaches occurred along the St Vrain Creek need to be repaired under 'Category B

<p>Damage Description and Dimensions:</p>	<p>Emergency Protective Measures' in order to reduce the immediate threat of significant damage that will possibly occur during the Spring Flows of 2014.</p> <p>Breaches and their impacts if not repaired</p> <p>The assumptions made in this document will need to be verified by the Community's Engineer, it is suggested that a Flood Insurance HECRAS model is used to determine the velocities in the channel. The Spring Flows calculated in this document are the exceedance of 30 years of data (USGS 06725459) that amount to the 5yr flow, which was determined to be 2,400cfs. A conservative channel velocity typical of a 2yr-5yr flow was assumed to be 7ft/s. This would equate to a 343ft² cross sectional area required for the channel St Vrain Creek to pass the Spring Flows. Suggested heights and thicknesses of material used for cost estimating in this document should be verified against determined channel velocities and stream hydrology.</p>
	<p>PA-08-CO-4145-PW-00286(0): Work to be Completed:</p> <p>At Breach 1 (40.2112017106, -105.2438430861) the river flooded over its right bank and damaged several county roads (See Figure 3). In order to avoid this from happening during the Spring flows, a 1200ft plug (See Figure 4) that achieves a 4ft high and 70ft wide (approximately 343ft²) channel should be placed along the breach (See Figure 2 or Figure 3). Place rip rap 1200ft long X 10ft wide X 2ft deep / 27 = 888.89 CY for protection of temporary plug. This should be done in conjunction with clearing out excess material from the channel. Any adjustment in elevation to the right bank should be matched on the left bank to avoid pushing the water over the left bank. BREACH 2</p> <p>At Breach 2 (40.20627, -105.22513) the river flooded over its right bank and created a domino effect, breaching through 5 more reservoirs before entering back into the St Vrain's original channel. A section of county road with power lines was destroyed. In order to avoid this from happening during the Spring flows, a 100ft long plug that achieves a 10ft high and 40ft wide (approximately 343ft²) channel should be placed along the breach (See Figure 7). This should be done in conjunction with clearing out excess material from the channel. The breach should be reinforced with riprap and should be capped with cohesive material or have cohesive material abundantly mixed into it.</p> <p>BREACH 7</p> <p>At Breach 7 (40.19199, -105.19613), the river overtopped its left bank into 2 reservoirs. In order to relieve the pressure on the reservoirs, a controlled man made breach was made through Hygiene Road so the flows could be returned to the St Vrain channel downstream. In order to avoid Spring flows from adversely affecting the Hygiene Road breach repair, and compromising Hygiene Rd during the Spring Flows, it is suggested that a 135ft long, 8ft high plug (See Figure 10) is placed along Breach 7.</p> <p>SCOUR REPAIR AREA</p> <p>At the Scour Repair Area (40.18940, -105.19746) the St Vrain Creek channel left its original path upstream and then, after breaching through a</p>

Scope of Work:

reservoir on its right bank, reentered the original channel at a 90 degree angle straight towards the left bank. This area has been deemed vulnerable to scouring during the Spring Flows because, as a remnant of a previous gravel mining operation, it consists of easily erodible gravels and sands. During the Sept 2013 flood the left bank was rapidly eroding in this area until emergency action was taken to divert the river by making a man-made breach through Hygiene road, and also armoring the bank with fallen trees and debris. In order to reduce the risk of a breach in this area during the Spring Flows, it is suggested that the left bank is armored for a length of 360ft. Failing to armor the bank may result in massive scouring which will breach into the downstream reservoirs and cause flooding of public infrastructure.

DEBRIS REMOVAL FROM BREACH 1 TO 2

Quantity estimates along Breach 1 to 2 reach

In order to pass a 5yr flow (2400 cfs) moving at 7 ft/s, a cross-sectional area of 343 ft² should be maintained along the entire channel. A stream profile should be surveyed and compared to pre-flood conditions in order to get a better quantity estimate. All quantities submitted in this document assume that the channel is 1/3rd blocked (20ft x 6ft = 120ft²; 120ft²/343ft² ~1/3).

Removal of debris at locations A and B are directly incidental to the desired function of the breach repairs at Breach Area 1 and 2. The estimated cost of repairing this reach of channel is \$146,000.

Neglecting to remove the debris material from the channel at Location A will cause the temporary breach repair to fail during the Spring flows, or function in an unpredictable behavior, redirecting the flows to the overbanks and flooding public infrastructure (Union Rd)

Neglecting to remove the debris material from the channel at Location B will cause the temporary breach repair to fail during the Spring flows, or function in an unpredictable behavior, redirecting the flows to the overbanks and flooding public infrastructure (Count road and power lines) and also denying the Longmont Water supply ditch (1 of 5 redundancies for the water treatment plant) of access to the St Vrain flows.

DEBRIS REMOVAL FROM BREACH 2 TO 7

Quantity estimates along Breach 2 to 7 reach

In order to pass a 5yr flow (2400 cfs) moving at 7 ft/s, a cross-sectional area of 343 ft² should be maintained along the entire channel. A stream profile should be surveyed and compared to pre-flood conditions in order to get a better quantity estimate. All quantities submitted in this document assume that the channel is 1/3rd blocked (20ft x 6ft = 120ft²; 120ft²/343ft² ~1/3).

Removal of debris at locations A, B, and C, are directly incidental to the desired function of the breach repairs at Breach Area 2. The estimated cost of repairing this reach of channel is \$140,000.

Neglecting to remove the debris material from the channel at Location A, B, and C will cause the temporary breach repair to fail during the Spring flows, or function in an unpredictable behavior, redirecting the flows to the overbanks and flooding public infrastructure (county road and power

lines) and also denying the Longmont Water supply ditch (1 of 5 redundancies for the water treatment plant) of access to the St Vrain flows.

NOTES:

SOME WORK IS BEING PERFORMED ON PRIVATE PROPERTY AND BOULDER COUNTY OPEN SPACE; BOULDER COUNTY MUST OBTAIN RIGHT OF ENTRY LETTERS WITH HOLD HARMLESS CLAUSE INCLUDED PRIOR TO THE START OF WORK.

TO SEE ALL FIGURES AND COST ESTIMATE SEE ST. VRAIN CHANNEL PDF:

This category B project only contains temporary work as an emergency measure to protect life and improved infrastructure. This project worksheet is not meant to be all inclusive and the applicant may incur other costs that are associated with this project. If other eligible costs are found they will be determined in subsequent versions as the applicant submits documentation. Some temporary work and materials may be incorporated into permanent repairs.

The applicant must notify the state if there are any changes in the scope of work prior to starting the repairs. Failure to notify the State Division of Emergency Management may jeopardize receipt of federal funds.

RECORD RETENTION: Complete records and cost documents for all approved work must be maintained for at least 3 years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documentation associated with this project.

SUPPORTING DOCUMENTATION: 20% or more of the documentation to support this project has been reviewed and verified by the Applicant and Project Specialist for eligibility and correctness.

PROCUREMENT: The applicant is required to adhere to all Procurement rules and regulations and maintain adequate records to support the basis for all purchasing of goods and materials and contracting services for projects approved under the Public Assistance program, as stated in 44 CFR 13.36.

PERMITS: The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

The applicant and/or their contractors must handle, stage, store and dispose of debris in accordance with applicable federal, state and local permits and regulations, and follow specific guidance provided by Colorado Department of Public Health and Environment (CDPHE). The applicant and/or their contractors must obtain and comply with the appropriate federal, state and local permits, including those issued by US Army Corps of Engineers (USACE) under Sec. 404 of the Clean Water Act, and are responsible for contacting the USACE Denver Regulatory Office at (303) 979-4120 to determine if flood-related activity lies within the Corps' regulatory jurisdiction.

INSURANCE: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253.If

	<p>applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.</p> <p>HAZARD MITIGATION MEASURES:</p> <p>No mitigation opportunities have been identified. This project worksheet is for emergency work, mitigation is not eligible.</p> <p>Pursuant to DAP9525.9 sub-grantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. DAC fees will be added at a later date.</p>
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Hazard Mitigation Proposal		
Is effective mitigation feasible on this site?	No	
If you answered Yes to the above question, the next question is required		
Will mitigation be performed on this site?	No	
If you answered Yes to the above question, the next question is required		
Do you wish to attach a Hazard Mitigation Proposal?	No	
If you answered Yes to the above question, the next two questions are required		
Please provide the Scope of Work for the estimate: (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	No	
GIS Coordinates		
Project Location	Latitude	Longitude
Breach 1	40.2112	-105.24384
Breach 2	40.20627	-105.22513
Breach 7	40.19199	-105.19613

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

Insurance Policy is on file in the JFO.

2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? Yes

3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No

4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No

- 5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? No
- 6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No
- 7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No
- 8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No
- 9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

Per Region 8 EHP Review

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	
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(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work To Be Completed									
1	0000	Work to be Completed					Work To Be Completed	\$ 0.00	
Other									
2	9999	Contract Estimate	1	LS	\$ 557,548.33		Other	\$ 557,548.33	
Total Cost :								\$ 557,548.33	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
Total Cost :								\$ 0.00	

Total Cost Estimate:	\$ 557,548.33
<small>(Preferred Estimate Type + Insurance Adjustments)</small>	

Comments
Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
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Comments
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description	The applicant must notify the state if there are any changes in the scope of work prior to starting the repairs. Failure to notify the State Division of Emergency Management may jeopardize receipt of federal funds.	St_Vrain_Channel (11-22-2013).pdf FM08013C0253J[1] Breach1.pdf FM08013C0253J[1] Breach2.pdf FM08013C0254J[1] Breach7.pdf Boulder County - Hold Harmless and ROE.pdf
Damage Facilities	Pursuant to DAP9525.9 sub-grantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. DAC fees will be added at a later date.	

Bundle Reference # (Amendment #)	Date Awarded
PA-08-CO-4145-State-0024(23)	01-17-2014

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4145 - DR -CO	BOUCO70	013-99013-00	12-05-2013	B	
APPLICANT: BOULDER (COUNTY)				WORK COMPLETE AS OF: 12-05-2013 : 0 %		
Site 1 of 1						
DAMAGED FACILITY:				COUNTY: Boulder		
St. Vrain Creek						
LOCATION:				LATITUDE:	LONGITUDE:	
				40.20627	-105.22513	
				40.19199	-105.19613	
				40.2112	-105.24384	

PA-08-CO-4145-PW-00286(0):

T3N, R70W - SEC23

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-08-CO-4145-PW-00286(0):

During the September 2013 Flood event, the St Vrain Creek breached out of its banks in several locations, causing roadways to wash away, damage to surrounding infrastructure and left behind large deposits of sediment in the original channel. The applicant, 'Boulder County Parks and Open Spaces' have documented several areas in need of restoration along the St Vrain Creek. This document proposes that 4 areas need to have debris removed, one area where bank stabilizing riprap needs to be placed to prevent further scouring, and three areas where breaches occurred along the St Vrain Creek need to be repaired under 'Category B Emergency Protective Measures' in order to reduce the immediate threat of significant damage that will possibly occur during the Spring Flows of 2014.

Breaches and their impacts if not repaired

The assumptions made in this document will need to be verified by the Community's Engineer, it is suggested that a Flood Insurance HECRAS model is used to determine the velocities in the channel. The Spring Flows calculated in this document are the exceedance of 30 years of data (USGS 06725459) that amount to the 5yr flow, which was determined to be 2,400cfs. A conservative channel velocity typical of a 2yr-5yr flow was assumed to be 7ft/s. This would equate to a 343ft² cross sectional area required for the channel St Vrain Creek to pass the Spring Flows. Suggested heights and thicknesses of material used for cost estimating in this document should be verified against determined channel velocities and stream hydrology.

SCOPE OF WORK:

PA-08-CO-4145-PW-00286(0):

Work to be Completed:

At Breach 1 (40.2112017106, -105.2438430861) the river flooded over its right bank and damaged several county roads (See Figure 3). In order to avoid this from happening during the Spring flows, a 1200ft plug (See Figure 4) that achieves a 4ft high and 70ft wide (approximately 343ft²) channel should be placed along the breach (See Figure 2 or Figure 3). Place rip rap 1200ft long X 10ft wide X 2ft deep / 27 = 888.89 CY for protection of temporary plug. This should be done in conjunction with clearing out excess material from the channel. Any adjustment in elevation to the right bank should be matched on the left bank to avoid pushing the water over the left bank.

BREACH 2

At Breach 2 (40.20627, -105.22513) the river flooded over its right bank and created a domino effect, breaching through 5 more reservoirs before entering back into the St Vrain's original channel. A section of county road with power lines was destroyed. In order to avoid this from happening during the Spring flows, a 100ft long plug that achieves a 10ft high and 40ft wide (approximately 343ft²) channel should be placed along the breach (See Figure 7). This should be done in conjunction with clearing out excess material from the channel. The breach should be reinforced with riprap and should be capped with cohesive material or have cohesive material abundantly mixed into it.

BREACH 7

At Breach 7 (40.19199, -105.19613), the river overtopped its left bank into 2 reservoirs. In order to relieve the pressure on the reservoirs, a controlled man made breach was made through Hygiene Road so the flows could be returned to the St Vrain channel downstream. In order to avoid Spring flows from adversely affecting the Hygiene Road breach repair, and compromising Hygiene Rd during the Spring Flows, it is suggested that a 135ft long, 8ft high plug (See Figure 10) is placed along Breach 7.

SCOUR REPAIR AREA

At the Scour Repair Area (40.18940, -105.19746) the St Vrain Creek channel left its original path upstream and then, after breaching through a reservoir on its right bank, reentered the original channel at a 90 degree angle straight towards the left bank. This area has been deemed vulnerable to scouring during the Spring Flows because, as a remnant of a previous gravel mining operation, it consists of easily erodible gravels and sands. During the Sept 2013 flood the left bank was rapidly eroding in this area until emergency action was taken to divert the river by making a man-made breach through Hygiene road, and also armoring the bank with fallen trees and debris. In order to reduce the risk of a breach in this area during the Spring Flows, it is suggested that the left bank is armored for a length of 360ft. Failing to armor the bank may result in massive scouring which will breach into the downstream reservoirs and cause flooding of public infrastructure.

DEBRIS REMOVAL FROM BREACH 1 TO 2

Quantity estimates along Breach 1 to 2 reach

In order to pass a 5yr flow (2400 cfs) moving at 7 ft/s, a cross-sectional area of 343 ft² should be maintained along the entire channel. A stream profile should be surveyed and compared to pre-flood conditions in order to get a better quantity estimate. All quantities submitted in this document assume that the channel is 1/3rd blocked (20ft x 6ft = 120ft²; 120ft²/343ft² ~1/3).

Removal of debris at locations A and B are directly incidental to the desired function of the breach repairs at Breach Area 1 and 2. The estimated cost of repairing this reach of channel is \$146,000.

Neglecting to remove the debris material from the channel at Location A will cause the temporary breach repair to fail during the Spring flows, or function in an unpredictable behavior, redirecting the flows to the overbanks and flooding public infrastructure (Union Rd)

Neglecting to remove the debris material from the channel at Location B will cause the temporary breach repair to fail during the Spring flows, or function in an unpredictable behavior, redirecting the flows to the overbanks and flooding public infrastructure (County road and power lines) and also denying the Longmont Water supply ditch (1 of 5 redundancies for the water treatment plant) of access to the St Vrain flows.

DEBRIS REMOVAL FROM BREACH 2 TO 7

Quantity estimates along Breach 2 to 7 reach

In order to pass a 5yr flow (2400 cfs) moving at 7 ft/s, a cross-sectional area of 343 ft² should be maintained along the entire channel. A stream profile should be surveyed and compared to pre-flood conditions in order to get a better quantity estimate. All quantities submitted in this document assume that the channel is 1/3rd blocked (20ft x 6ft = 120ft²; 120ft²/343ft² = 1/3).

Removal of debris at locations A, B, and C, are directly incidental to the desired function of the breach repairs at Breach Area 2. The estimated cost of repairing this reach of channel is \$140,000.

Neglecting to remove the debris material from the channel at Location A, B, and C will cause the temporary breach repair to fail during the Spring flows, or function in an unpredictable behavior, redirecting the flows to the overbanks and flooding public infrastructure (county road and power lines) and also denying the Longmont Water supply ditch (1 of 5 redundancies for the water treatment plant) of access to the St Vrain flows.

NOTES:

SOME WORK IS BEING PERFORMED ON PRIVATE PROPERTY AND BOULDER COUNTY OPEN SPACE; BOULDER COUNTY MUST OBTAIN RIGHT OF ENTRY LETTERS WITH HOLD HARMLESS CLAUSE INCLUDED PRIOR TO THE START OF WORK.

TO SEE ALL FIGURES AND COST ESTIMATE SEE ST. VRAIN CHANNEL PDF:

This category B project only contains temporary work as an emergency measure to protect life and improved infrastructure. This project worksheet is not meant to be all inclusive and the applicant may incur other costs that are associated with this project. If other eligible costs are found they will be determined in subsequent versions as the applicant submits documentation. Some temporary work and materials may be incorporated into permanent repairs.

The applicant must notify the state if there are any changes in the scope of work prior to starting the repairs. Failure to notify the State Division of Emergency Management may jeopardize receipt of federal funds.

RECORD RETENTION: Complete records and cost documents for all approved work must be maintained for at least 3 years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documentation associated with this project.

SUPPORTING DOCUMENTATION: 20% or more of the documentation to support this project has been reviewed and verified by the Applicant and Project Specialist for eligibility and correctness.

PROCUREMENT: The applicant is required to adhere to all Procurement rules and regulations and maintain adequate records to support the basis for all purchasing of goods and materials and contracting services for projects approved under the Public Assistance program, as stated in 44 CFR 13.36.

PERMITS: The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

The applicant and/or their contractors must handle, stage, store and dispose of debris in accordance with applicable federal, state and local permits and regulations, and follow specific guidance provided by Colorado Department of Public Health and Environment (CDPHE). The applicant and/or their contractors must obtain and comply with the appropriate federal, state and local permits, including those issued by US Army Corps of Engineers (USACE) under Sec. 404 of the Clean Water Act, and are responsible for contacting the USACE Denver Regulatory Office at (303) 979-4120 to determine if flood-related activity lies within the Corps' regulatory jurisdiction.

INSURANCE: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of the project.

HAZARD MITIGATION MEASURES:

No mitigation opportunities have been identified. This project worksheet is for emergency work, mitigation is not eligible.

Pursuant to DAP9525.9 sub-grantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub-grantee activities and are not included in any approved indirect cost rates. DAC fees will be added at a later date.

Does the Scope of Work change the pre-disaster	Special Considerations included?	Yes	No
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conditions at the site? Yes No					
Hazard Mitigation proposal included? Yes No		Is there insurance coverage on this facility? Yes No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	0000	Work to be Completed	0/LS	\$ 0.00	\$ 0.00
		Other			
2	9999	Contract Estimate	1/LS	\$ 557,548.33	\$ 557,548.33
				TOTAL COST	\$ 557,548.33
PREPARED BY CHARLEY CROSS			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Michael N Chard			TITLE Director of Emergency Management	SIGNATURE	

BOULDER (COUNTY) : PA-08-CO-4145-PW-00286					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	State Hazardous Materials and Solid Waste Laws	Material must be appropriately disposed of or recycled in a manner consistent with CDPHE solid waste disposal guidelines. Applicant must provide final disposal location for all debris removal to ensure that material is not placed in a floodplain or wetland.	No	Approved
Final Review	Other (EHP)	Resource Conservation and Recovery Act, aka	Material must be appropriately disposed of or recycled in a manner consistent with CDPHE solid	No	Approved

		Solid Waste Disposal Act (RCRA)	waste disposal guidelines. Material must not be placed in a floodplain or wetland.		
Final Review	Other (EHP)	Clean Water Act (CWA)	The applicant is responsible for verifying and compliance with all permit requirements, including permit conditions, pre-construction notification requirements and regional conditions as provided by the US Army Corps of Engineers (USACE). The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMP's) and Pre-Construction Notification (PCN) conditions of applicable Nation Wide Permits (NWP). This is to include any requirements per the Colorado Department of Public Health and Environment 401 Water Quality Certification for Clean Water Act permits.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	State Hazardous Materials and Solid Waste Laws	Material must be appropriately disposed of or recycled in a manner consistent with CDPHE solid waste disposal guidelines. Applicant must provide final disposal location for all debris	No	Recommended

			removal to ensure that material is not placed in a floodplain or wetland.		
EHP Review	Other (EHP)	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Material must be appropriately disposed of or recycled in a manner consistent with CDPHE solid waste disposal guidelines. Material must not be placed in a floodplain or wetland.	No	Recommended
EHP Review	Other (EHP)	Clean Water Act (CWA)	The applicant is responsible for verifying and compliance with all permit requirements, including permit conditions, pre-construction notification requirements and regional conditions as provided by the US Army Corps of Engineers (USACE). The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMP's) and Pre-Construction Notification (PCN) conditions of applicable Nation Wide Permits (NWP). This is to include any requirements per the Colorado Department of Public Health and Environment 401 Water Quality Certification for Clean Water Act permits.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
11	Award Review	SYSTEM	01-17-2014 05:45 PM GMT	ACCEPTED
10	Final Review	DEASON CHARLES	01-16-2014 03:16 PM GMT	Hold harmless and Right of entry attached by Jack Cress on 01/16/2014. Deason 01/16/2014
9	Grantee Review	JOHNSON MICHAEL	01-15-2014 10:42 PM GMT	The Hold Harmless Agreement and Right of Entry will need to be included in the PW during final review.
				This Cat B PW involves private property work. As such the state will need to request work on private property be eligible

8	Grantee Review	JOHNSON MICHAEL	01-15-2014 09:27 PM GMT	via the FCO. From reading the PW the possible outcome of not performing the work is dire to the community as a whole and to public infrastructure. With the information provided it appears that it meets the requirements for requesting private property work. If granted ROE and Hold Harmless Agreements must be obtained.
7	Grantee Review	JOHNSON MICHAEL	01-14-2014 11:31 PM GMT	This Cat B PW involves private property work. As such the state will need to request work on private property be eligible via the FCO. From reading the PW the possible outcome of not performing the work is dire to the community as a whole and to public infrastructure. With the information provided it appears that it meets the requirements for requesting private property work. If granted ROE and Hold Harmless Agreements must be obtained.
6	Grantee Review	JOHNSON MICHAEL	01-14-2014 06:10 PM GMT	This Cat B PW involves private property work. As such the state will need to request work on private property be eligible via the FCO. From reading the PW the possible outcome of not performing the work is dire to the community as a whole and to public infrastructure. With the information provided it appears that it meets the requirements for requesting private property work. If granted ROE and Hold Harmless Agreements must be obtained.
5	Grantee Review	JOHNSON MICHAEL	12-27-2013 09:35 PM GMT	This Cat B PW involves private property work. As such the state will need to request work on private property be eligible via the FCO. From reading the PW the possible outcome of not performing the work is dire to the community as a whole and to public infrastructure. With the information provided it appears that it meets the requirements for requesting private property work. If granted ROE and Hold Harmless Agreements must be obtained.
4	EHP Review	POSTMA DONNA	12-23-2013 06:54 PM GMT	<p>CAT B, 0% complete. Boulder County. Work includes emergency protective measures related to EOC activities in Boulder County.</p> <p>St.Vrains Creek breached its banks at several locations. Applicant will perform emergency protective repairs at three breach locations (Breach 1, Breach 2, and Breach 7) as well as emergency debris removal, and a scour repair area that will temporarily armor the scoured area to prevent flooding in the spring 2014 flow. Breach 1&2 will utilize temporary riprap; Breach 7 will use a temporary 'high plug'. - kturne11 - 12/23/2013 16:54:37 GMT</p> <p>Project activities have the potential to impact Waters of the United States or wetlands. Project involves dredge, fill, excavation and/or modification. - kturne11 - 12/23/2013 16:57:50 GMT</p> <p>Emergency protective measures, per 44 CFR Part 9.5(c) (1), are exempt from the 8-step process and no further wetland review is required. - kturne11 - 12/23/2013 17:08:39 GMT</p> <p>Entire community will benefit from project completion. - kturne11 - 12/23/2013 17:09:32 GMT</p> <p>Work includes emergency protective measures. Consultation was conducted with USFWS on 9/24/2013 during which time FEMA notified the USFWS of the disaster activities and the USFWS provided recommendations on how to avoid or minimize take as emergency activities are carried out. - kturne11 - 12/23/2013 16:55:41 GMT</p> <p>Work involves removal, staging, transporting, and/or disposal</p>

				<p>of debris. - kturne11 - 12/23/2013 17:11:43 GMT Work involves removal, staging, transporting, and/or disposal of debris. - kturne11 - 12/23/2013 18:44:26 GMT Emergency protective measures, per 44 CFR Part9.5(c) (1), are exempt from the 8-step process and no further floodplain review is required. - kturne11 - 12/23/2013 17:08:02 GMT Immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of Section 106; 36 CFR 800.12 (d). - kturne11 - 12/23/2013 16:55:21 GMT</p>
3	Insurance Review	JOHNSON KENNETH	12-23-2013 04:05 PM GMT	<p>A review of the documentation provided has identified that Boulder County is insured for property damages through; Affiliated FM Insurance Company, policy number EM911. The policy provides flood coverage for direct physical loss or damage to insured property. The locations identified in this Project Worksheet (PW) are not insured locations described in the policy statement of values. The insurance policy will not provide coverage for costs identified in this PW. There will not an insurance reduction for this PW. The eligible costs for this PW are funded through Sec 403. Essential Assistance (42 U.S.C. 5170b) (a) (3) (D) of the Stafford Act and does not require an insurance requirement.</p>
2	Cost Estimate Format Review	HELLAND KEVIN	12-23-2013 03:15 PM GMT	<p>No CEF required as project is for emergency work - KDH 12/23/13</p>
1	Initial Review	BARNARD THOMAS	12-20-2013 10:17 PM GMT	<p>After review I recommend this SGA be eligible.</p>

GRANT AGREEMENT

Between the

STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

And

BOULDER COUNTY

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1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between Boulder County (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public safety, Division of Homeland Security and Emergency Management (hereinafter called the "State").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date. *(Check options below if appropriate):*

- A. Provided, however, that authorized Pre-award Costs for emergency protective measures taken specifically to protect lives or mitigate potential flood damage from the forecasted flooding, if approved by FEMA as part of a Project Worksheet (PW), incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(v) below.
- B. Provided, however, that all Project costs specifically authorized in the Presidential Disaster Declaration, FEMA-DR-4145-CO, Public Assistance (PA) Program Project Worksheets (PW) specific to Grantee, and the State of Colorado Executive Orders D-2013-026 and its subsequent amendments that have been incurred on or after September 11, 2013, but prior to the Effective Date may be submitted for reimbursement from Federal and/or State Funds, as provided in §7(B)(v) below.
- C. Provided, however, that all or some of the costs or expenses incurred by Grantee on or after September 11, 2013, but prior to the Effective Date that have been or will be paid from non-federal/state funds may be included as the required Grantee matching fund contribution to the project(s) if such costs or expenses are properly documented as eligible expenses for Presidential Disaster Declaration, FEMA-DR-4145-CO, Public Assistance (PA) Program Project Worksheets (PW) specific to Grantee and the State of Colorado Executive Orders D-2013-026 and its subsequent amendments as provided in §7(B)(v) below.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute and the State of Colorado Executive Orders D-2013-026 and its subsequent amendments; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5206; and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit B**.

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §8 and **Exhibit B**.

C. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Federal Laws).
- ii. Exhibit B (Statement of Work - Reporting and Administrative Requirements - Budget).
- iii. Exhibit C (Federal Funding Accountability and Transparency Act of 2006 – FFATA).
- iv. Exhibit D (FEMA Project Worksheet [PW]).
- v. Form 1 (Grant Change Letter).

D. Federal Funds

“Federal Funds” means the funds provided by FEMA to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services that Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Matching Funds

“Matching Funds” means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in **Exhibit B**. Matching Funds cannot include any Federal Funds, unless authorized in federal statute, and State Matching Funds may not be used to reimburse Pre-award Costs, unless authorized in this Grant.

I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

J. Pre-award Costs

“Pre-award Costs,” when applicable, means the costs incurred or performance of Work by Grantee or Subgrantees prior to the Effective Date of this Grant. Such costs shall have been detailed in approved Project Worksheet(s) and specifically authorized by the State and identified in the Statement of Work, attached hereto as **Exhibit B**.

K. Program

“Program” means the grant program, as specified on the first page, which provides funding for this Grant.

L. Project

“Project” means the total project, as specified on the first page, which is the purpose of the Work described in **Exhibit B**.

M. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

N. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

O. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

Q. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION

A. Initial Term

Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the Effective Date. **This Grant shall terminate on September 10, 2018,** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant, except as expressly permitted in this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts, using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$493,458.15**, as determined by the State from available funds. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount represents performance by Grantee previously accepted by the State. The State shall not pay interest on Grantee invoices.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If Federal Funds or Matching Funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments

shall be limited to the amount remaining of such encumbered funds. If State, Federal Funds or Matching Funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

v. Retroactive Payments

The State shall pay Pre-award Costs only if (1) the FEMA Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by the State and incorporated in the Budget for the Work described in **Exhibit B**. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

C. Use of Funds

Grant Funds shall be used only for eligible costs so identified in the Budget. Grantee may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

D. Matching Funds

If applicable, Grantee shall provide Matching Funds as provided in **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. Grantee shall comply with all reporting requirements set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Public Safety.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date the underlying Grant to the State is completed, terminated or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period as set forth in §9(A), to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet

its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each grant with sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-grantees that are not "public entities".

B. Grantees and Sub-Grantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Non-Public Entity Grantee and Subgrantees shall provide certificates showing insurance coverage required hereunder to the State or Grantee within seven business days of the Effective Date of this Grant or Subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any Subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-grants/contracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-grants/contracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State,

including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

David K. Hard, Director
Department of Public Safety, Division of Homeland Security and Emergency Management Office of Emergency Management
9195 E. Mineral Ave., Ste. 200
Centennial, CO 80112
Email: dave.hard@state.co.us

B. Grantee:

Michael Chard
Boulder County
1325 Pearl St.
Boulder, CO 80306
Email: mchard@bouldercounty.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon request. The State's rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and the Grantee, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific

requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Division of Homeland Security and Emergency Management, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws, attached hereto, which laws and

regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

iii. Grant Change Letter

The State may increase or decrease Grant Funds available under this Grant using a Grant Change Letter substantially equivalent to attached **Form 1**. The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

J. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i.** Exhibit C (Federal Funding Accountability and Transparency Act)
- ii.** Colorado Special Provisions
- iii.** The provisions of the main body of this Grant
- iv.** Exhibit A (Applicable Federal Laws)
- v.** Exhibit B (Statement of Work)
- vi.** Exhibit D (FEMA Project Worksheets [PW])

K. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

L. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

M. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

N. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

O. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

P. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

21. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate

termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[*Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE BOULDER COUNTY</p> <p>By: <u>Cindy Domenico</u> Title: <u>Chair, Board of County Commissioners</u> <i>Cindy Domenico</i> *Signature Date: <u>05/15/14</u></p>	<p style="text-align: center;">STATE OF COLORADO John Hickenlooper, GOVERNOR Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p>By: <u>Kevin R. Klein, Director</u> Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: <u>Cecilia G. Lacey</u> Title: <u>Clerk to the Board</u> <i>Cecilia G. Lacey</i> *Signature Date: <u>05/15/14</u></p> 	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature – Assistant Attorney General Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
 Robert Jaros, CPA, MBA, JD

By: _____
 Colorado Department of Public Safety, Thomas J Jagow, Controller

Date: _____

EXHIBIT A – APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
 - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
 - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
 - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
 - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, 29-1-601, et seq, C.R.S., and State implementing rules and regulations.
 - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
 - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
 - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
 - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
 - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
 - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
 - 11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
 - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
 - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
 - 11.14. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
 - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
 - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
 - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
 - 12.2 Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
 - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Program Guidance

EXHIBIT B- STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS- BUDGET

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1. Project Description. As detailed in the attached FEMA Project Worksheet(s), Exhibit D, for Presidential Disaster Declaration FEMA-DR-4145-CO (Colorado Flooding, Severe Storms and Landslides) this grant reimburses the Grantee for the **75%** federal and **12.5%** state shares of the eligible FEMA Public Assistance Program expenditures incurred in response to and recovery from the disaster.

1.1.1. Alternative Procedures – Debris Removal. If the alternative procedures option is selected for Debris Removal (Category A) projects, the federal share and state share, if any, for those projects are adjusted in the project budget table according to the completion schedule, both of which are in §7 of this Exhibit B.

1.1.2. Alternative Procedures – Large Projects. If the alternative procedures option is selected for any Large Projects (>\$67,500), the original approved PW estimate for the project(s) for which the option was selected will be the final amount approved for the project(s), and no reconciling PW will be written at project closeout. Any remaining federal and state funds may be used for other projects pending approval of their use by the State and FEMA. Any cost over-runs for any alternate procedure large projects will be the responsibility of the Grantee.

1.2. Project Expenses. All eligible project expenses are summarized in the project budget table in §7 of this Exhibit B, and detailed in the PWs, Exhibit D. Additionally, the State has opted to provide a portion of the Management funds that the State receives to manage and administer the program to the Grantee for the same purposes. Up to 1.34% of the federal share of the projects is available with this Grant, and included in the total award amount. Management expenses must be documented and submitted, to receive reimbursement for the costs. Management funds are 100% federal funds and do not require any non-federal match contribution.

1.3. Non-Federal Match: This Grant requires non-federal matching funds of **25%** of the total budget for all projects. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. As further delineated in the payment schedule, §5.2 of this Exhibit B, the State contribution to the project, if any, may be the first non-federal matching funds applied if Grantee desires. The match may include in-kind (donated resources) match for Categories A+B (emergency work) projects only.

1.4. State Contribution.

1.4.1. If Grantee is a Local Government, the State is providing **12.5%** of the total project budget, or **one-half of the required 25% non-federal** matching funds as authorized in Executive Order D-2013-026 and its subsequent amendments. The state funds are provided as damage awards to assist Grantee with the extraordinary costs of response to and recovery from the disaster. **NOTE: The state funds are provided from state General Funds. Grantee is advised to seek counsel on the receipt and expenditure of these state funds under TABOR, and appropriating the funds in Grantee's current budget as necessary.**

1.4.2. If Grantee is a Private Nonprofit entity, the State is not participating in the required non-federal match; Grantee is responsible for the 25% non-federal match requirement.

1.5. Additional Projects. PWs and any adjusting or reconciling PWs written and approved after the issuance of this original Grant will be added to this grant by the execution of Form 1 – Grant Change Letter(s) which will become part of this Grant and will be subject to all of the terms and conditions herein.

1.6. Time Frame for Completing Eligible Work. In accordance with 44 CFR 206 and FEMA Public Assistance policies and guidance, the following project completion deadlines apply to all projects included in Exhibit D.

Project Completion Deadlines:

Debris Removal (Category A)	6 months after Date of Declaration	September 14, 2014
Emergency Protective Measures (Category B)	6 months after Date of Declaration	September 14, 2014
Permanent Work (Categories C – G)	18 months after Date of Declaration	March 14, 2015

For debris removal (unless the alternative procedure selection has been made, in which case FEMA must approve all extensions as outlined below) and emergency protective measures, the State has the authority to grant up to an additional six months for the completion of the approved scope of work. For permanent restoration work (on a project by project basis), the State may grant up to an additional 30 months.

The grantee shall submit a written request for time extension no less than 30 days before the approved completion deadline. Requests for time extensions should include identification of the project by PW number, the dates and provisions of any previous extensions granted for the particular project, a detailed justification of the need for the extension, and a projected completion date. The justification should be based on extenuating circumstances or unusual project requirements beyond the control of the grantee. The state will approve project extensions by letter. The approval letter must be maintained in the grant file.

For extensions beyond the authority of the State, including any alternate procedure debris removal projects, the request is submitted to the FEMA Regional Administrator through the State and shall be submitted at least 90 days in advance of the currently approved completion date. The information to be contained in the request is the same as in a request submitted for State approval. The State shall be notified of the Regional Administrator's determination in writing which will be forwarded to the Grantee. If the Regional Administrator approves the request, the letter shall reflect the approved completion date and any other requirements the Regional Administrator may determine necessary to ensure that the new completion date is met. If the Regional Administrator denies the time extension request, the grantee may, upon completion of the project, be reimbursed for eligible project costs incurred only up to the latest approved completion date. If the project is not completed, no Federal funding will be provided for that project.

2. DELIVERABLES:

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit B.

2.2 A Certification of Completion for each PW must be completed, certified, and submitted (electronic signatures and submission are accepted and encouraged) to the State no later than 45 days after the project completion datelines specified in §1.6 of this exhibit B.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Financial Status and Progress Reports. The project(s) approved in this Grant are to be completed on or before the end of the Time Frame for completing eligible work for each category as stated in §1.6 of this Exhibit B. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant/project is open during the "report period" reports for that period are due on the dates listed. If the grant/project is for more than one year, reports are due for every quarter that the grant/project remains open.)

Report Period	Due Date
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

3.2 Final Reports: Grantee shall submit a final financial status and progress report for each project that provides final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the Time Frame for completing eligible work for each category as stated in §1.6 of this Exhibit B. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds.

4. TESTING AND ACCEPTANCE CRITERIA:

The Division of Homeland Security and Emergency Management shall evaluate the Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Payments for Large projects are made on a reimbursement of actual cost basis, or on an immediate cash need basis with the immediate cash needs documented by submission of unpaid vendor invoice(s), a schedule of payments due portion of a contract, or other evidence of the immediate cash need. Grantees are required to submit proof of payment to the state as soon as possible, proof of payment may be a copy of a check to the vendor, a copy of a ledger transaction, or a proof of payment from the vendor. Payments will be made as often as necessary to meet the Grantee's cash flow needs. At minimum, Grantee must submit requests for reimbursement or advance to provide funds for immediate cash needs using the Division of Homeland Security and Emergency Management's provided form, and including all documentation of actual costs at least quarterly. One original or electronically signed/submitted copy of the reimbursement/immediate cash needs request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred, or to be immediately incurred by Grantee, as described in detail in the FEMA PW(s) in **Exhibit D**. Requests for payment shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: The state will pay up to 90% of the federal and state portions of a project, prior to project completion and FEMA reconciliation/closeout of the project. The 90% of the federal and state shares may be the first funds applied to the project should the project require more than a single reimbursement, while the Grantee required portion may be applied at the end of the project. If Grantee desires to have the state apply the matching funds to an earlier reimbursement, Grantee should indicate that desire on the reimbursement form. The final 10% of each Large Project will be retained pending FEMA review/approval of the documentation package for each project (FEMA project closeout). Unless the Alternate Procedures for Large Projects Option was selected, FEMA will issue a reconciling PW if necessary for each Large Project closeout. The State will increase or decrease the award amount for the project as necessary by executing a unilateral Form 1 Grant Change Letter. If the Alternative Procedures for Large Projects was selected for a specific project, see §1.1.2 of this Exhibit B for final cost information. In-kind PWs: Should there be an in-kind (donated resources) PW included, the documentation for that PW will count as a portion of the match requirement for the associated emergency work PW(s). If there is excess Grantee provided match documented and submitted with one reimbursement request, the excess shall be applied to subsequent requests as necessary to maximize the allowable reimbursement. No cash reimbursement can be made for in-kind/non-cash or donated resource contributions.

5.3 Remittance Address. If mailed, payments shall be sent to the representative identified in §16 of the Grant:

Boulder County
1325 Pearl Street
Boulder, CO 80306

6. ADMINISTRATIVE REQUIREMENTS:

6.1. PW Identification. Each PW is a separate project and must be tracked and documented separately as numbered in §7 of this Exhibit B, and Exhibit D. Each reimbursement/immediate cash needs request must include identification of the PW(s) for which payment is requested.

6.2. Required Documentation. Sufficient detail shall be provided with reimbursement/immediate cash needs advance requests to demonstrate that the expenses are allowable and appropriate for each project. The required documentation includes as applicable, but is not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports. If any funds are advanced for immediate cash needs, proof of payment must be provided to the State within 30 days of receipt of the funds, and prior to any further advances on a project. Proof of payment may be made by provision of a copy of a General Ledger report including the expenditure(s) of the advanced funds, or by other means that verify that the advanced funds have been expended.

6.3. Procurement:

6.3.1. Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantee should refer to local, state, and federal guidance, including 44 CFR 13.36, prior to making decisions regarding competitive bids, sole source or other procurement issues. Grantee shall retain all procurement history documentation on site for inspection, or submit to the State if additional detail is required to ensure procedures complied with all requirements. In addition, Sole source transaction(s) in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

6.3.2. Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official; and (e) Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Grantees should review contractor debarment information on <http://www.sam.gov>.

6.4. Additional Administrative Requirements:

6.4.1. Grantee must request approval in advance for any change to this Grant Agreement or any PW. Any change in a PW scope of work will require FEMA review/approval and issuance of a revised PW. Grantee must not perform any work outside of the approved scope prior to receipt of the revised PW and execution of the Form 1 - Grant Change Letter, or amendment to the Grant.

6.4.2. Insurance. If any of the damage awarded to be repaired under this Grant is insurable property such as, buildings, contents of buildings, equipment, vehicles, etc., and the damage was in excess of \$5,000, a condition of the Public Assistance Grant is to obtain and maintain insurance for the type of hazard that caused the damage, and in the minimum amount of the damage repair costs. The insurance coverage must be maintained for the useful life of the repairs. The required insurance coverage must be obtained, or letter of commitment accepted by the State, prior to the release of any Federal funds. Grantee is responsible for obtaining the insurance coverage that best meets your needs. It is recommended you begin shopping for insurance

coverage as soon as possible and have the required insurance coverage in place quickly after project approval.

6.4.3. Environmental and Historic Preservation Requirements. (a) Grantee shall comply with all applicable Federal, State and local Environmental and Historic Preservation (EHP) requirements. The grantee shall provide any information requested by FEMA or the State to ensure compliance with the applicable laws. The following are the principal federal laws and executive orders that apply to FEMA EHP: National Environmental Policy Act, National Historic Preservation Act, Executive Order 11988 Floodplain Management, Endangered Species Act, and Executive Order 12898 Environmental Justice. (b) Grantee shall comply with all EHP conditions listed in the PW(s), Exhibit D. Grantee shall report progress on EHP conditions in quarterly progress reports including submitting all required and obtained permits. Prior to project closeout, Grantee shall submit a final report including documentation of how all EHP conditions were met including submittal of all obtained permits. (c) Any change to the approved scope of work will require re-evaluation by FEMA for compliance with NEPA and other laws and Executive Orders. Acceptance of federal funding requires grantee to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize project funding.

7. BUDGET:

Projects:

<i>Project Worksheet (PW#)</i>	<i>Category</i>	<i>Federal Share</i>	<i>State Cost-Share if applicable</i>	<i>Grantee Match Requirement</i>	<i>Total Project</i>
00286(0)	B	\$418,161.25	\$69,693.54	\$69,693.54	\$557,548.33
Total		\$418,161.25	\$69,693.54	\$69,693.54	\$557,548.33

Management Costs:

Federal Share from Project Table	Available for Management Costs (1.34% of the Federal Total)
\$418,161.25	\$5,603.36

Alternative Procedures Debris Removal Schedule: If the alternative procedures option was selected for Debris Removal (Category A) Projects the reimbursement rate schedule below will be used.

Completion Time Frame	Federal Share	State Share	Grantee Share
Completed Within 30 Days of Incident Start Date	85%	7.5%	7.5%
Completed 31 to 90 Days After Incident Start Date	80%	10%	10%
Completed 91 to 180 Days After Incident Start Date	75%	12.5%	12.5%
Completed More Than 180 Days After Incident Start Date (Unless FEMA authorizes an Extension as described in Exhibit B §1.6)	0%	0%	100%

EXHIBIT C – FFATA PROVISIONS

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but

subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1 Subrecipient DUNS Number;
 - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3 Subrecipient Parent DUNS Number;
 - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
8. **Exemptions.**
 - 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
 - 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
 - 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
 - 8.4 There are no Transparency Act reporting requirements for Vendors.
9. **Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

FORM 1 – GRANT CHANGE LETTER

<p>GRANT CHANGE LETTER NUMBER "SAMPLE ONLY"</p> <p>To The</p> <p>AGREEMENT #</p> <p>Between the</p> <p>STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT</p> <p>And</p> <p>INSERT GRANTEE'S FULL LEGAL NAME (CAPITALIZED)</p>

Date:	Original Contract #:	Original Contract CMS #	CMS Routing #
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In accordance with Section _____ of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and Grantee's Name beginning Insert start date and ending on Insert ending date, the provisions of the Grant and any amendments thereto affected by this Grant Change Letter are modified as follows:

- 1) **Project Description.** Grantee shall perform the activities listed in the Project Worksheet(s) (PW), which is/are incorporated into the original Grant by reference herein in accordance with the provisions of the Original Grant.

Additional PW(s) Budget:

Project(s)

<i>Project Worksheet (PW#)</i>	<i>Federal Share</i>	<i>State Cost-Share</i>	<i>Grantee Match Requirement</i>	<i>Total Project</i>
Total				

Management Costs:

<i>Federal Share from Project Table</i>	<i>Available for Management Costs (1.34%)</i>

2) **Price/Cost.** The revised maximum amount payable by the State for performance of this Grant is \$ _____ and the required amount of non-federal/state matching funds, if applicable, is \$ _____. The total amount of Homeland Security and Emergency Management activities is \$ _____.

3) **Performance Period. Project Completion Deadlines:**

Debris Removal (Category A)	6 months after Date of Declaration	March 14, 2014
Emergency Protective Measures (Category B)	6 months after Date of Declaration	March 14, 2014
Permanent Work (Categories C – G)	18 months after Date of Declaration	March 14, 2015

4) **Effective Date.** The effective date hereof is upon approval of the State Controller or his delegate. However, see the Original Grant for any costs allowable prior to the effective date.

5) **Additional Requirements.** None

<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management</p> <p>By: _____ Kevin Klein, Director</p> <p>Date: _____</p>	<p style="text-align: center;"><u>ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></p> <p>CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.</p>
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<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ "SAMPLE ONLY" _____ Department of Public Safety</p> <p>Date: _____</p>

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Attachment B

Public Assistance FEMA-DR-4145-CO: 14-L4145-033

FORM 1 - GRANT CHANGE LETTER NUMBER 6

To The

AGREEMENT

Between the

**STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**
And

BOULDER COUNTY

Date: September 19, 2014	Original Contract: # 14-L4145-033	Original Contract CMS #: 66396	CMS Routing #: 73388
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In accordance with Section §20(I)(iii) of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and BOULDER COUNTY, the provisions of the Grant and any amendments thereto affected by this Grant Change Letter are modified as follows:

- Project Description.** Grantee shall perform the activities listed in the Project Worksheet(s) (PW), as listed in Exhibit D-6, which are incorporated into the original Grant by reference herein in accordance with the provisions of the Original Grant. Exhibit D-6 incorporates the addition of PWs 01192(0), 01188(0), 01195(0), 01196(0), 01198(0).

PW(s) Budget:

Agreement Contract	Project Worksheet (PW#)	Category	Federal Share	State Cost-Share	Grantee Match Requirement	Total Project	Project Completion Deadline
Original Contract	00286 (0)	B	\$418,161.25	\$69,693.54	\$69,693.54	\$557,548.33	09/14/14
Form 1 #1	00782 (0)	D	\$51,981.43	\$8,663.57	\$8,663.57	\$69,308.57	03/14/15
Form 1 #1	00821 (0)	B	\$179,641.79	\$29,940.29	\$29,940.30	\$239,522.38	09/14/14
Form 1 #1	00820 (0)	C	\$265,967.88	\$44,327.98	\$44,327.98	\$354,623.84	03/14/15
Form 1 #1	00901 (0)	C	\$3,273,686.87	\$545,614.48	\$545,614.48	\$4,364,915.83	03/14/15
Form 1 #1	00967 (0)	C	\$3,876,187.80	\$646,031.30	\$646,031.30	\$5,168,250.40	03/14/15
Form 1 #1	00968 (0)	A	\$3,375,429.50	\$562,571.58	\$562,571.58	\$4,500,572.66	09/14/14
Form 1 #1	01011 (0)	B	\$1,237,675.62	\$206,279.27	\$206,279.27	\$1,650,234.16	09/14/14
Form 1 #2	01064 (0)	G	\$405,134.25	\$67,522.37	\$67,522.38	\$540,179.00	03/14/15
Form 1 #2	01074 (0)	B	\$127,500.00	\$21,250.00	\$21,250.00	\$170,000.00	09/14/14
Form 1 #2	01062 (0)	G	\$187,642.50	\$31,273.75	\$31,273.75	\$250,190.00	03/14/15
Form 1 #3	01066 (0)	G	\$62,996.25	\$10,499.37	\$10,499.38	\$83,995.00	03/14/15

Form 1 #3	01086 (0)	C	\$278,284.19	\$46,380.69	\$46,380.70	\$371,045.58	03/14/15
Form 1 #3	01087 (0)	C	\$260,484.75	\$43,414.12	\$43,414.13	\$347,313.00	03/14/15
Form 1 #3	01108 (0)	G	\$135,096.00	\$22,516.00	\$22,516.00	\$180,128.00	03/14/15
Form 1 #3	01110 (0)	C	\$145,985.57	\$24,330.93	\$24,330.93	\$194,647.43	03/14/15
Form 1 #3	01115 (0)	C	\$506,222.62	\$84,370.43	\$84,370.44	\$674,963.49	03/14/15
Form 1 #3	01133 (0)	G	\$102,507.90	\$17,084.65	\$17,084.65	\$136,677.20	03/14/15
Form 1 #3	01131 (0)	C	\$536,623.12	\$89,437.18	\$89,437.19	\$715,497.49	03/14/15
Form 1 #3	01147 (0)	G	\$194,049.53	\$32,341.58	\$32,341.59	\$258,732.70	03/14/15
Form 1 #3	01117 (0)	C	\$1,218,550.48	\$203,091.74	\$203,091.75	\$1,624,733.97	03/14/15
Form 1 #3	01135 (0)	C	\$394,132.69	\$65,688.78	\$65,688.78	\$525,510.25	03/14/15
Form 1 #4	01124 (0)	C	\$1,736,252.31	\$289,375.38	\$289,375.39	\$2,315,003.08	03/14/15
Form 1 #4	01130 (0)	G	\$7,752,267.00	\$1,292,044.50	\$1,292,044.50	\$10,336,356.00	03/14/15
Form 1 #4	01146 (0)	C	\$477,867.09	\$79,644.51	\$79,644.52	\$637,156.12	03/14/15
Form 1 #4	01160 (0)	C	\$545,967.75	\$90,994.62	\$90,994.63	\$727,957.00	03/14/15
Form 1 #4	01164 (0)	C	\$198,288.43	\$33,048.07	\$33,048.07	\$264,384.57	03/14/15
Form 1 #4	01088 (0)	B	\$2,978,672.25	\$496,445.37	\$496,445.38	\$3,971,563.00	09/14/14
Form 1 #4	01182 (0)	C	\$59,253.03	\$9,875.50	\$9,875.51	\$79,004.04	03/14/15
Form 1 #5	00286 (1)	B	\$24,201.00	\$4,033.50	\$4,033.50	\$32,268.00	09/14/14
Form 1 #6	01192 (0)	C	\$236,504.17	\$39,417.36	\$39,417.36	\$315,338.89	03/14/15
Form 1 #6	01188 (0)	G	\$430,587.32	\$71,764.55	\$71,764.55	\$574,116.42	03/14/15
Form 1 #6	01195 (0)	G	\$186,525.12	\$31,087.52	\$31,087.52	\$248,700.16	03/14/15
Form 1 #6	01196 (0)	G	\$1,471,203.75	\$245,200.62	\$245,200.63	\$1,961,605.00	03/14/15
Form 1 #6	01198 (0)	D	\$1,420,997.66	\$236,832.94	\$236,832.95	\$1,894,663.55	03/14/15
	Total		\$34,752,528.87	\$5,792,088.04	\$5,792,088.20	\$46,336,705.11	

Management Costs:

Federal Share from Project Table	Available for Management Costs (1.34%)
\$34,752,528.87	\$465,683.88

- Price/Cost.** The revised maximum amount payable by the State for performance of this Grant is **\$41,010,300.79** and the required amount of non-federal/state matching funds, if applicable, is **\$5,792,088.20**. The total amount of Management Costs is **\$465,683.88**.
- Effective Date.** The effective date hereof is upon approval of the State Controller or his delegate. However, see the Original Grant for any costs allowable prior to the effective date.
- Additional Requirements.** None

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR

DEPARTMENT OF PUBLIC SAFETY,
Division of Homeland Security and Emergency Management

By: 
For: Kevin Klein, Director

Date: 9/22/14

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

- Robert Jaros, CPA, MBA, JD

By: 
Colorado Department of Public Safety, Cindy Fredriksen, Procurement Director

Date: 9/25/14

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01188

Title: BOUCO30 - Recreational or Other

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: STATEX
EIS Notice of Intent Date:	EIS ROD Date:	

Comments: Category G, 26.14% Complete, Boulder (County). Applicant will use Force Account and contract labor, material, and equipment to return 124 sites of fencing throughout Boulder County to pre-disaster design and function using the following materials: 3-, 4-, and 5-strand barbed and smooth wire fences, metal fabric fence, metal fabric fence posts, prairie dog deterrent, steel T posts, H-brace set (includes round, wooden posts), galvanized steel cable, wire gate sets (includes round, wooden posts and latch hardware), livestock panels, and intermittent wooden posts. Debris will be taken to Front Range Landfill or Foothills Landfill. Mitigation: none. - mpatter7 - 08/19/2014 18:55:32 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
	No Catex Categories were selected	

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Bald and Golden Eagle Protection Act (BGEPA)	Completed	Review concluded	A bald or golden eagle nest has been identified within 1-mile of the following project locations: 1, 2, 4, 50, 51, 54, 61-68, 71-75, 86-101, 107-113, and 119. - mpatter7 - 08/19/2014 21:26:14 GMT
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The following project locations are within Zone X: 72, FIRM 08013C0436J; 8, FIRM

19:23:48

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01188

Title: BOUCO30 - Recreational or Other

Environmental Law/ Executive Order	Status	Description	Comments
			08013C0437J; 46, FIRM 08013C0583J; and 83 & 84, FIRM 08013C0587J. The following project locations are within Zones A: 1, 50, 54, 86-101, FIRM 08013C0254J; 4, 73-75, FIRM 08013C0289J; 61-68, 71, FIRM 08013C0293J; 107-113, FIRM 08013C0253J; 51-53, 55-57, 59, FIRM 08013C0265J; and 58, FIRM 08013C0266J. The following project locations are within Zone AE: 2, 3, and 85, FIRM 08013C0436J; 5, 9-17, FIRM 08013C0429J; 6-7, FIRM 08013C0437J; 18-37, FIRM 08013C0436J; 38-39, FIRM 08013C0385J; 40-43, FIRM 08013C0401J; 44, 47-49, FIRM 08013C0583J; 60 126-127, FIRM 08013C0402J; 76-82, FIRM 08013C0591J; 102-104, FIRM 08013C0602J; 105-106, FIRM 08013C0584; 114, 116-118, FIRM 08013C0234J; 119, FIRM 08013C0234J; and 120-125, FIRM 08013C0233J. All above FIRM panels are dated 12/17/12. Per 44 CFR Part 9.5 (g) Step 1: Project repairs are determined to have no effect on floodplain or wetlands provided that the repairs remain in the existing footprint and do not impact previously undisturbed areas. No further floodplains review is required. - mpatter7 - 08/19/2014 18:41:14 GMT
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	The following project locations have work that is in mapped wetlands: 6-8, 15-21, 24, 25, 28, 29, 31, 32, 35, 36, 39, 60, 78-85, 102-104, 107-109, 114, 116-118, and 123-125 . Project has no potential to impact the wetland function or resources and substantially restores site to pre-disaster condition. No further wetland review is required under the 8-step process. - mpatter7 - 08/19/2014 21:30:25 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	The entire community will benefit from the completion of this project. - mpatter7 - 08/19/2014 18:43:09 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	

19:23:48

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01188

Title: BOUCO30 - Recreational or Other

Environmental Law/ Executive Order	Status	Description	Comments
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The work described in this project worksheet substantially conforms to the intent of the programmatic consultation agreement signed by the USFWS and FEMA on July 22, 2014 and is similar to project types described in the programmatic agreement (e.g. powerline replacement; Table 3, Items 33 and 34). Therefore the work described in the project worksheet may affect, but is not likely to adversely affect listed species and habitats provided the Conservation Measures are adhered to. See Conditions for Conservations Measures that must be implemented for projects to qualify as NLAA under the July 22, 2014 Programmatic Consultation Agreement. - mpatter7 - 08/20/2014 19:08:41 GMT
	Completed	May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence attached) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	A raptor nest has been identified within 1-mile of the following project locations: 1, 50-59, 97-101, and 123-125. - mpatter7 - 08/19/2014 21:31:47 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria of the May 5, 2013 signed Programmatic Agreement, Item VII; Section H agreed to by FEMA and the SHPO. - mpatter7 - 08/19/2014 18:47:49 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	Work involves removal, staging, transporting, and/or disposal of debris. - mpatter7 - 08/19/2014 18:50:13 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01188

Title: BOUCO30 - Recreational or Other

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant is responsible for coordinating with the local floodplain manager. All required permits should be maintained as part of the permanent record.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

Compliance with the Bald and Golden Eagle Act is required. PRIOR to initiating work, the Applicant must call Colorado Parks and Wildlife's Bird Conservation Coordinator (Dave Klute at 303-291-7320) and Sandy Vana Miller at the U.S. Fish and Wildlife Service (303-236-4773) to receive guidance.

Source of condition: Bald and Golden Eagle Protection Act (BGEPA)

Monitoring Required: No

- a. Design the project to avoid and minimize permanent and temporary impacts to riparian and adjacent upland habitats.
- b. Avoid or minimize the amount of concrete, riprap, bridge footings, and other hard, impermeable engineering features within the stream channel and riparian or adjacent upland habitats. If riprap is used, bury the riprap then plant with native riparian vegetation where technically feasible.
- c. Where technically feasible, use bioengineering techniques to stabilize stream banks when stabilization of natural banks is needed.
- d. Minimize the number and footprint of access routes, staging areas, and work areas.
- e. Locate access routes, staging areas, and work areas within previously disturbed or modified non-habitat areas.
- f. Install limits of work fencing (e.g., orange barrier netting or silt fencing), signage, or other visible markers to delineate access routes and the project area from habitats. Use this fencing to enforce no-entry zones.
- g. Hold a preconstruction briefing for onsite personnel to explain the limits of work and other conservation measures.
- h. Follow regional stormwater guidelines and design best management practices (BMPs) to control contamination, erosion, and sedimentation, such as silt fences, silt basins, gravel bags, and other controls needed to stabilize soils in denuded or graded areas, during and after construction.
- i. Locate utilities along existing road corridors, and if possible, within the roadway or road shoulder.
- i. Bury overhead utilities whenever possible.
- ii. Directionally bore utilities and pipes underneath habitats whenever possible.
- j. Develop and implement a habitat restoration plan that addresses site preparation, planting techniques, control of non-native weeds, and use of native seed mixtures (see Appendix B).
- k. Contact USFWS immediately by telephone at (303) 2364773 if a Prebles is found alive, dead, injured, or hibernating within the project area. Contact the Service if any other listed species are found within the project area.
- l. To the maximum extent practicable, limit disturbing (e.g., crushing, trampling) or removing (e.g., cutting, clearing) all vegetation, such as willows, trees, shrubs, and grasses within riparian and adjacent upland habitats.
- i. Restrict the temporary or permanent removal of vegetation to the footprint of the project area.
- ii. Minimize the use of heavy machinery and use smaller equipment when possible.
- iii. Soil compaction: Temporarily line access routes with geotextiles or other materials, especially in wet, unstable soils to protect roots and the seed bank.
- m. Locate, store, stage, operate, and refuel equipment outside of riparian or adjacent upland habitats.
- n. During the Prebles active season (May 1 through November 1), work only during daylight hours to avoid disrupting Prebles nocturnal activities.
- o. Promptly remove waste to minimize site disturbance and avoid attracting predators.
- p. Use BMPs to limit construction-related disturbance, such as soil compaction, erosion, and sedimentation, and to prevent the spread of invasive weeds;
 - i. Soil compaction: Establish one access route for workers, vehicles, and machinery, preferably along a previously disturbed surface or route.
 - ii. Soil compaction: Temporarily line access routes with geotextiles or other materials, especially in wet, unstable soils.
 - iii. Weed control: Wash and inspect vehicles and equipment before entering or leaving the project area so that they are free of noxious weed seeds and plant parts.
 - iv. Weed control: Use only weed free certified materials, including gravel, sand, top soil, seed, and mulch.
- q. Upon project completion, revegetate all disturbed areas with native shrubs, trees, and grasses. Use only weed free material and native seed mixtures recommended by USFWS.
- r. Identify conservation measures that were implemented to avoid and minimize potential impacts.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01188

Title: BOUCO30 - Recreational or Other

Compliance with the Migratory Bird Treaty Act is required. PRIOR to initiating work, the Applicant must call Colorado Parks and Wildlifes Bird Conservation Coordinator (Dave Klute at 303-291-7320) and Sandy Vana Miller at the U.S. Fish and Wildlife Service (303-236-4773) to receive guidance.

Source of condition: Migratory Bird Treaty Act (MBTA)

Monitoring Required: No

Debris must be appropriately separated and disposed of in an approved disposal site or landfill.

Asphalt must be recycled as a blended base material or appropriately separated and disposed of in an approved disposal site or landfill in accordance with the CDPHE authorized waste management regulations.

For any Asbestos Containing Material, lead-based paint and/or other hazardous materials found during remediation or repair activities, the Applicant must comply with all Federal, State, and local abatement and disposal requirements. Applicants are responsible for ensuring contracted removal of hazardous debris also follows these guidelines.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



FEMA

R8 - Recovery

November 8, 2021

Ms. Linda Bonesteel, Director
Office of Grants Management
Division of Homeland Security and Emergency Management
9195 E Mineral Ave, Suite 200
Centennial, Colorado 80112

Mr. Michael Willis, Director
Office of Emergency Management
Division of Homeland Security and Emergency Management
9195 East Mineral Avenue, Suite 200
Centennial, Colorado 80112

Re: Time Extension Request for FEMA-4145-DR-CO – Boulder County – PW 1188 – Log 21-405-4145

Director Bonesteel and Director Willis,

Boulder County has submitted a request through your staff, dated October 25, 2021 for a FEMA time extension associated with project worksheet (PW) 1198. This Category G (parks and recreation) project was funded to repair and replace fencing on more than twenty properties across Boulder County.

FEMA policy allows for a period of eighteen months within which a sub-recipient can complete permanent work projects. The State of Colorado, acting as a recipient, can approve an additional request if extenuating circumstances or unusual project conditions exist.¹ The original period of performance for this project concluded on March 14, 2015. The Recipient subsequently approved, under its authority, a time extension to the period of performance end date through September 14, 2017. FEMA subsequently approved various time extensions that pushed the period of performance end date to December 31, 2021.

In this FEMA time extension request, the Sub-recipient lists various factors that have led them to request additional time. According to the Sub-recipient, waiting until the heavy equipment being used on other projects demobilized limited the potential for conflicts during construction.

¹ 44 CFR § 206.204

Director Bonesteel & Director Willis

November 8, 2021

Page 2 of 2

Furthermore, some areas where fencing is to be constructed are within buffers of nest sites historically used by eagles and other raptors, which has the potential to further delay work. Finally, there have been delays with obtaining construction materials. To account for these various factors, the Sub-recipient requests an extension to the period of performance end date through December 31, 2022.

Based on the justification provided, FEMA will grant the request of Boulder County and extend the period of performance end date through December 31, 2022.

Prior to the expiration of each approved period of performance end date, the Sub-recipient must re-evaluate the need for further time extensions. If it is determined that additional time is needed, Boulder County must submit further time extension requests that provide detailed justifications for further delays and document any extenuating circumstances beyond its control.²

If you have any questions, please feel free to contact me at (303) 887-4265.

Sincerely,

A handwritten signature in cursive script that reads "Zachary S Lamb".

Zack Lamb
Public Assistance Branch Chief

² 44 CFR § 206.204



FEMA

R8 - Recovery

March 11, 2021

Ms. Linda Bonesteel, Director
Office of Grants Management
Division of Homeland Security and Emergency Management
9195 E Mineral Ave, Suite 200
Centennial, Colorado 80112

Mr. Michael Willis, Director
Office of Emergency Management
Division of Homeland Security and Emergency Management
9195 East Mineral Avenue, Suite 200
Centennial, Colorado 80112

Re: Time Extension Request for FEMA-4145-DR-CO – Boulder County – PWs 782, 1098, 1130, 1188, 1196, and 1198 (Log Items 21-50-4145, 21-51-4145, 21-52-4145, 21-53-4145, 21-54-4145, and 21-55-4145)

Director Bonesteel & Director Willis,

Boulder County has submitted multiple requests through your staff for FEMA time extensions associated with project worksheets (PWs) 782, 1098, 1130, 1188, 1196, 1198

FEMA policy allows for a period of eighteen months within which a sub-recipient can complete permanent work projects. The State of Colorado, acting as a recipient, can approve an additional request if extenuating circumstances or unusual project conditions exist. The original period of performance for these projects concluded on March 14, 2015. The Recipient approved, under its authority, time extensions to the period of performance end dates through September 14, 2017 on all the listed projects (excluding PW 1098, which was extended through June 30, 2017). Subsequent FEMA time extensions further extended the period of performance end dates through December 31, 2020 on these projects.

In these FEMA time extension requests, the Sub-recipient states that there are extenuating circumstances that prevents them from completing all the work within the approved time frames. FEMA has summarized the requests below and has provided the date through which the time extensions are approved:

<u>Log #</u>	<u>PW #</u>	<u>Category</u>	<u>Justification for TE</u>	<u>Current POP Date</u>	<u>Requested POP Date</u>	<u>Approved POP Date</u>
21-50-4145	1098	G	Due to complexity of the project, additional time is needed.	12/31/2020	12/31/2021	12/31/2021
21-51-4145	782	D	A request for an alternate project is in place	12/31/2020	12/31/2021	12/31/2021
21-52-4145	1130	G	Additional time is needed to construct an engineered solution to divert groundwater back to St. Vrain Creek.	12/31/2020	09/01/2021	09/01/2021
21-53-4145	1188	G	More time was needed to complete repairs on facilities before repairing fencing	12/31/2020	12/31/2021	12/31/2021
21-54-4145	1196	G	Additional time is needed to construct an engineered solution to divert groundwater back to St. Vrain Creek.	12/31/2020	09/01/2021	09/01/2021
21-55-4145	1198	D	Scope change request is in progress	12/31/2020	12/31/2021	12/31/2021

Based on the information and justification provided, FEMA has determined that all the sub-recipient's requests are approved.

Prior to the expiration of each approved period of performance end dates, the Sub-recipient must re-evaluate the need for further time extensions. If it is determined that additional time is needed, Boulder County must submit another time extension request that provides a detailed justification for further delays and document any extenuating circumstances beyond its control.¹

If you have any questions, please feel free to contact me at (303) 887-4265.

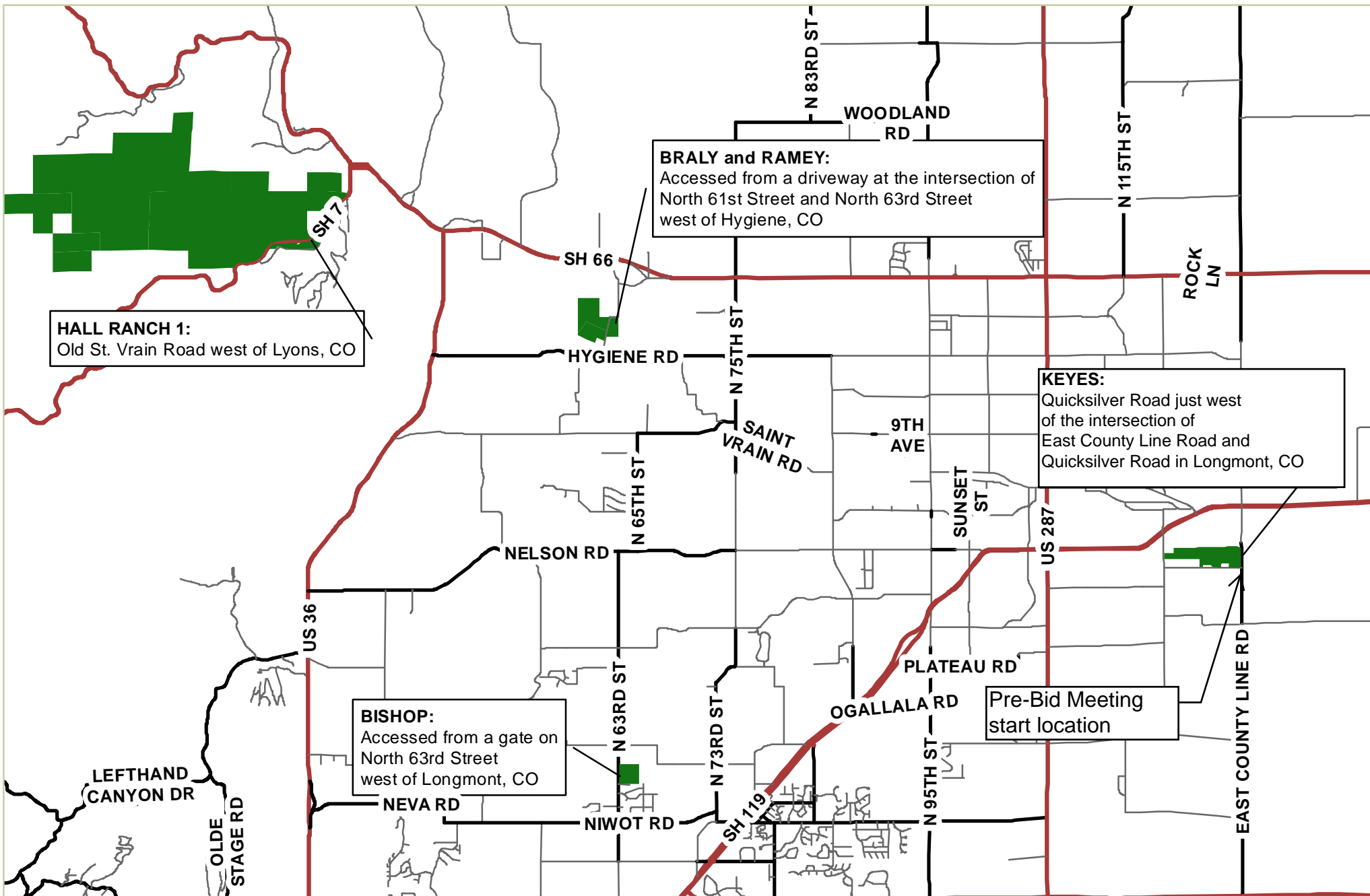
Sincerely,



Zack Lamb
Public Assistance Branch Chief

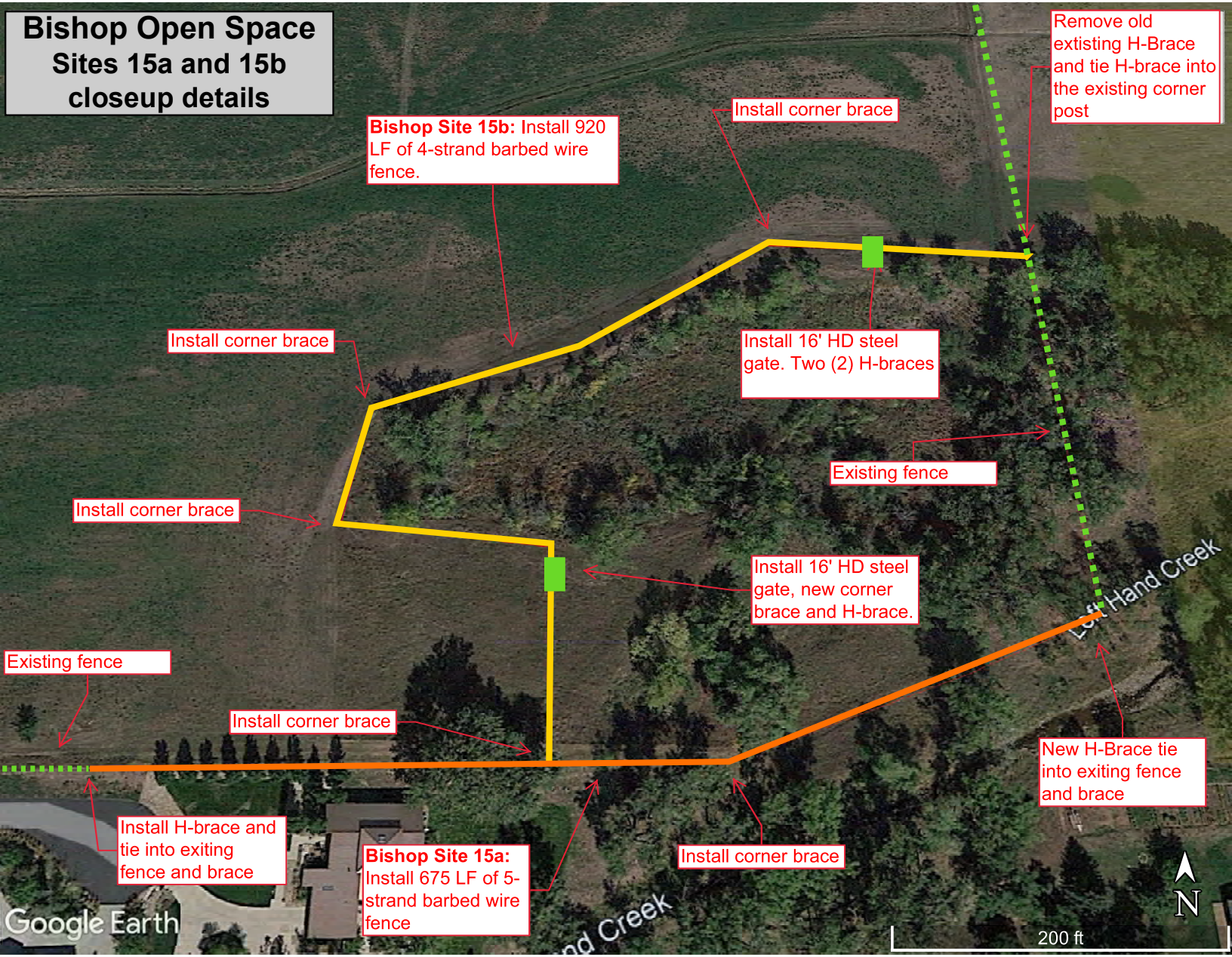
¹ 44 CFR § 206.204

Attachment E Project Location Map





**Bishop Open Space
Sites 15a and 15b
closeup details**



Bishop Site 15b: Install 920 LF of 4-strand barbed wire fence.

Install corner brace

Remove old existing H-Brace and tie H-Brace into the existing corner post

Install corner brace

Install 16' HD steel gate. Two (2) H-braces

Existing fence

Install corner brace

Install 16' HD steel gate, new corner brace and H-brace.

Left Hand Creek

Existing fence

Install corner brace

New H-Brace tie into exiting fence and brace

Install H-brace and tie into exiting fence and brace

Bishop Site 15a:
Install 675 LF of 5-strand barbed wire fence

Install corner brace



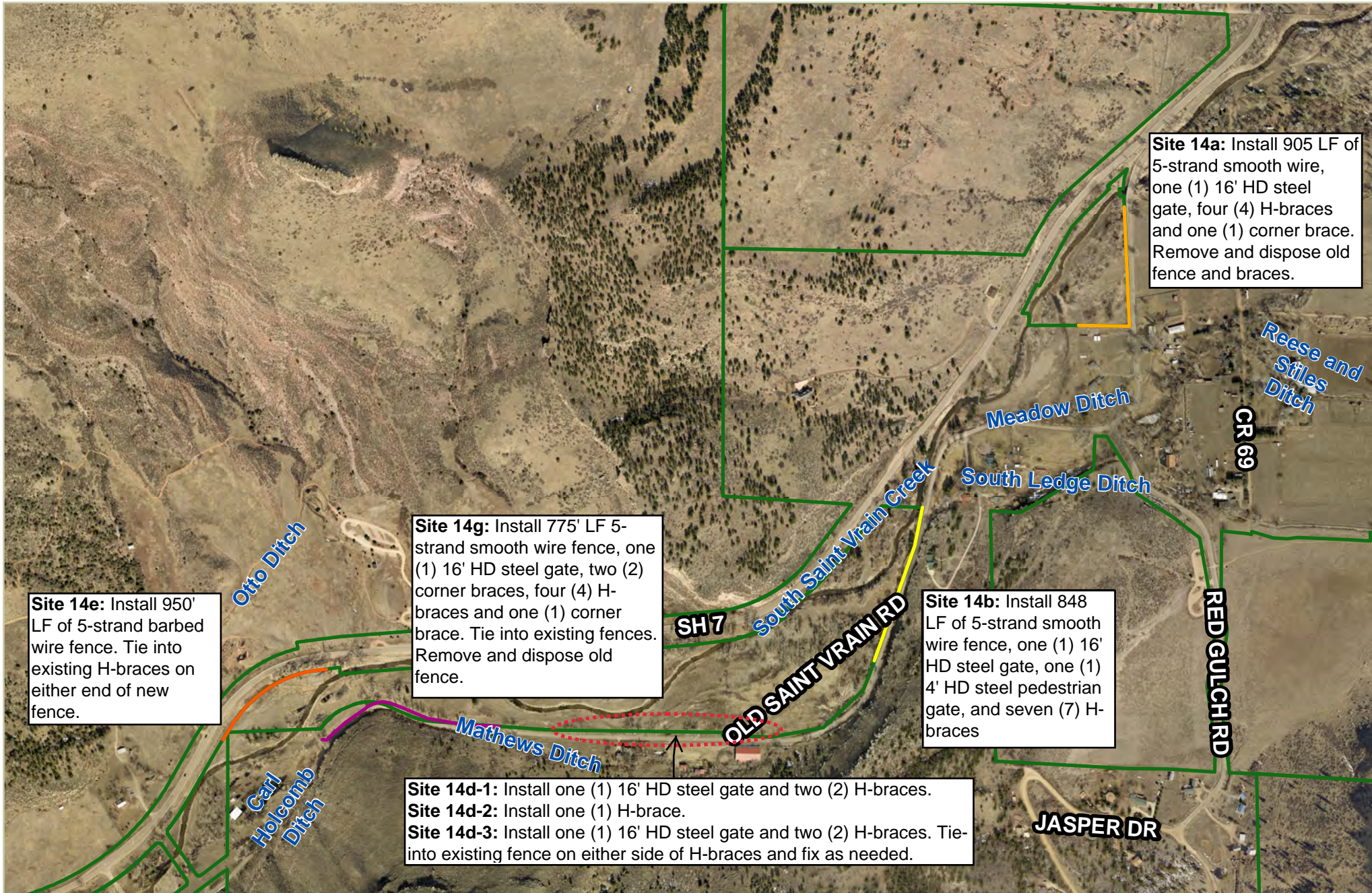
200 ft

Google Earth

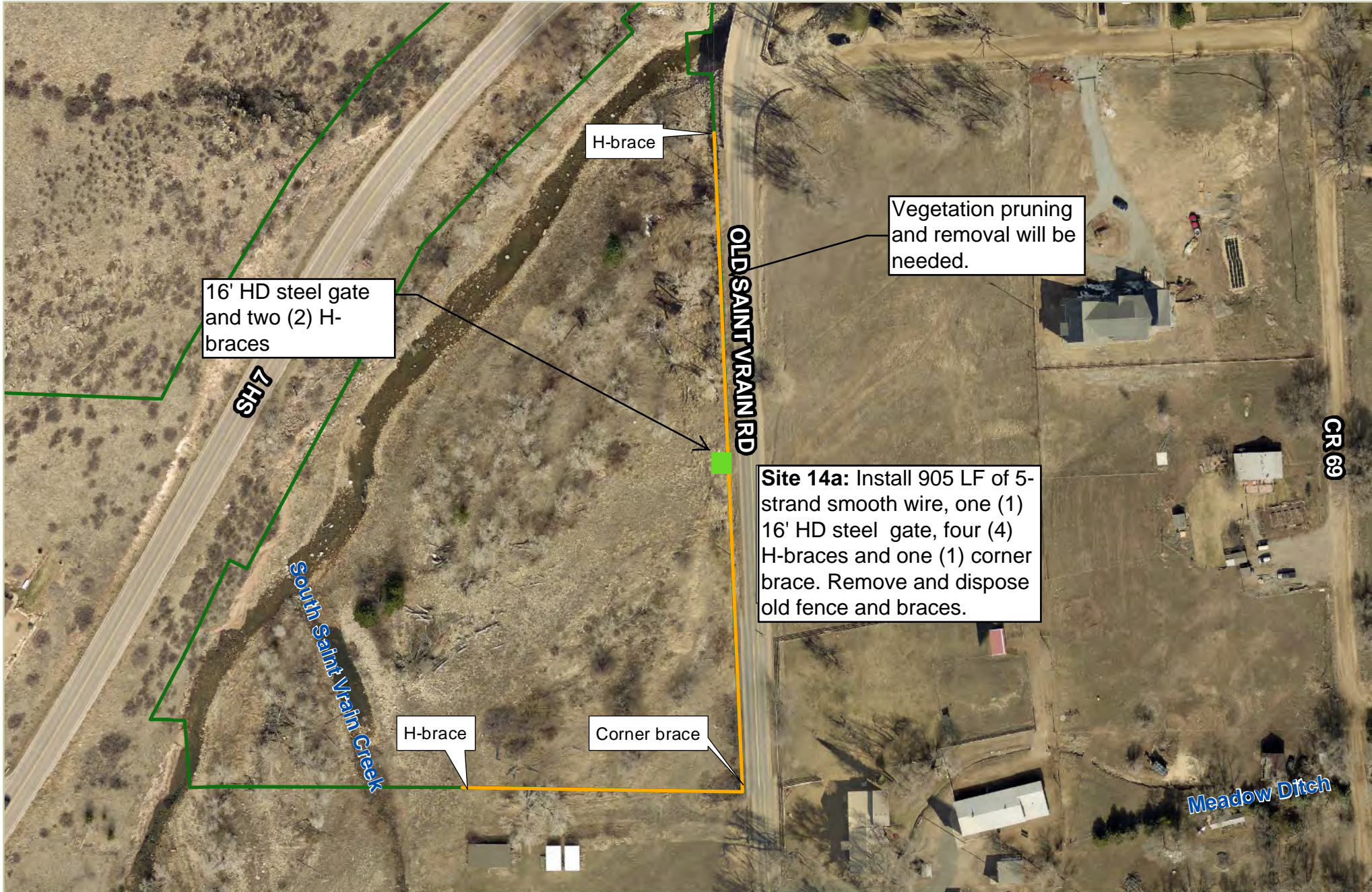
nd Creek



Hall Ranch 1 Open Space - Project Overview



Hall Ranch 1 Open Space



2021

- County Open Space
- Site 14a
- Site 14e
- Gate
- Site 14b
- Site 14g



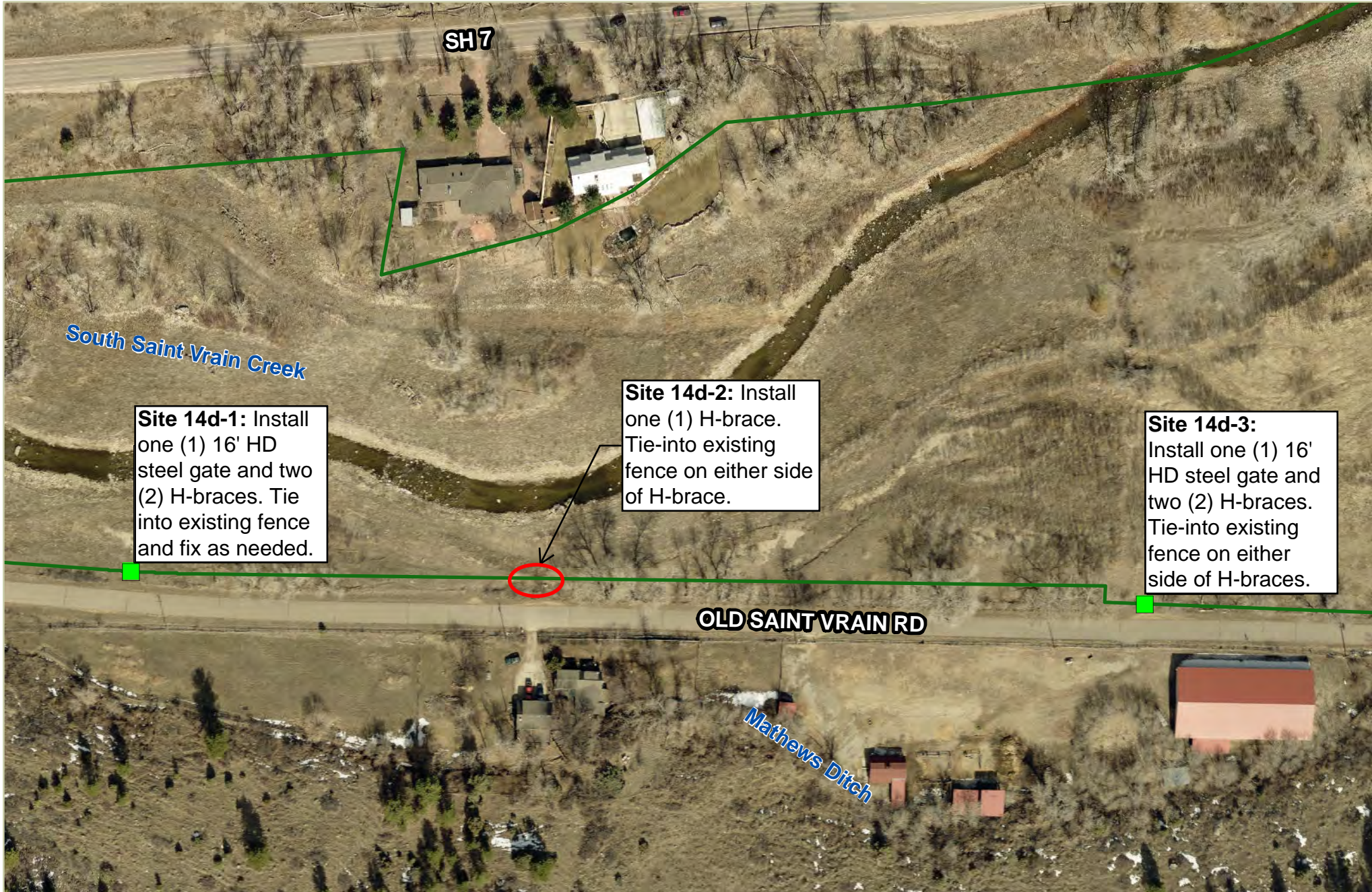
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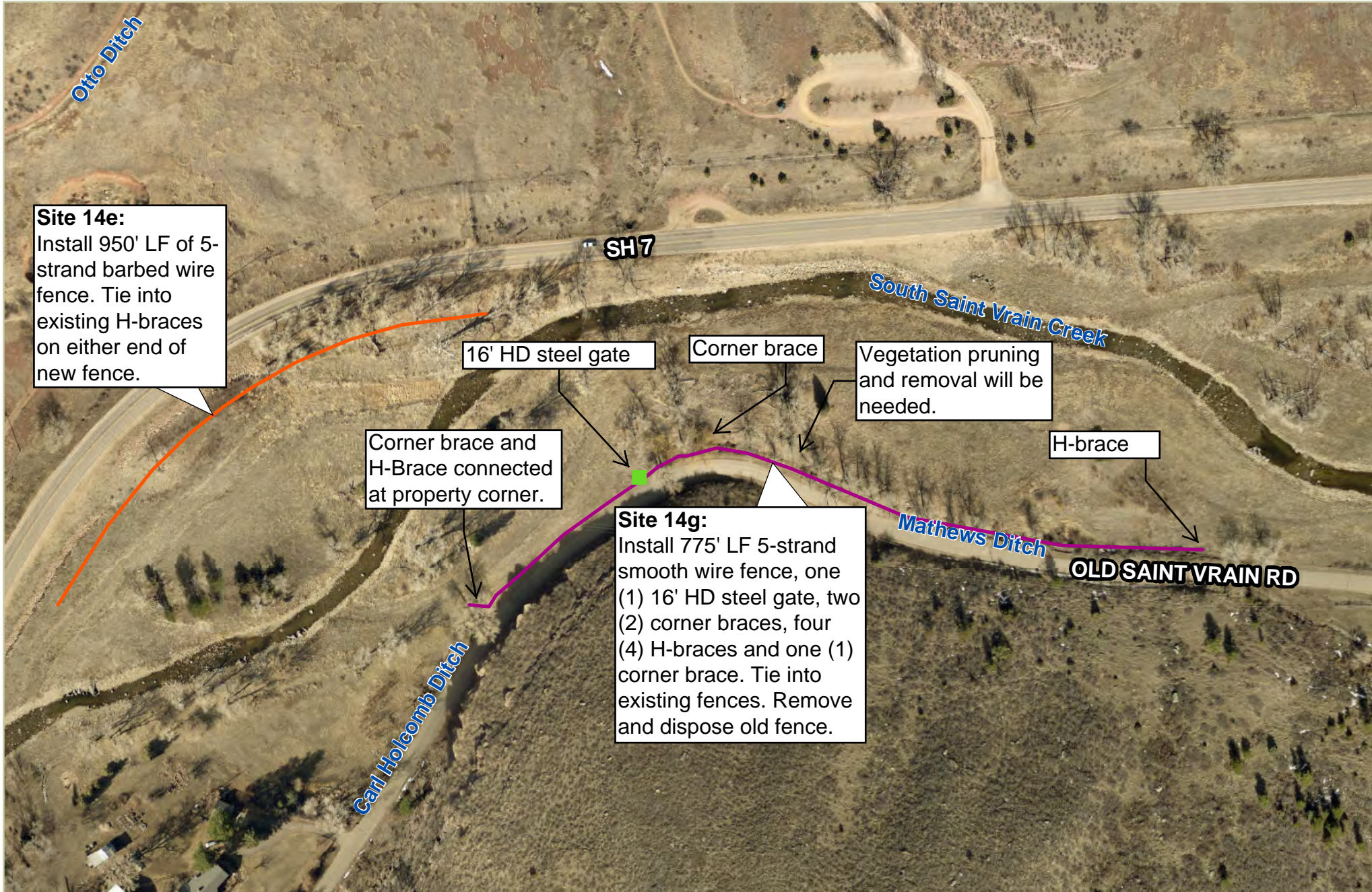
Hall Ranch 1 Open Space



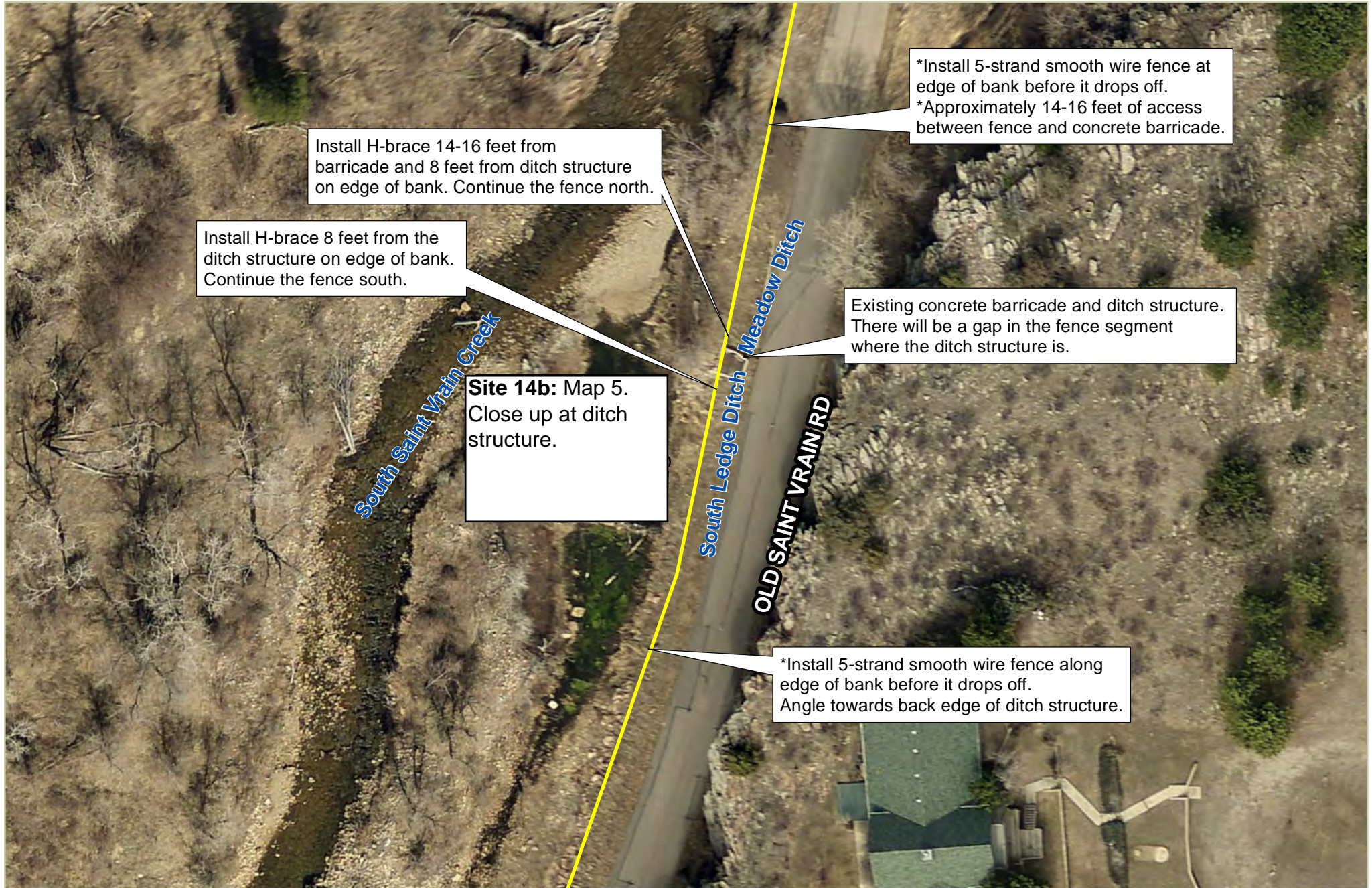
Hall Ranch 1 Open Space



Hall Ranch 1 Open Space



Hall Ranch 1 Open Space



Install H-brace 14-16 feet from barricade and 8 feet from ditch structure on edge of bank. Continue the fence north.

Install H-brace 8 feet from the ditch structure on edge of bank. Continue the fence south.

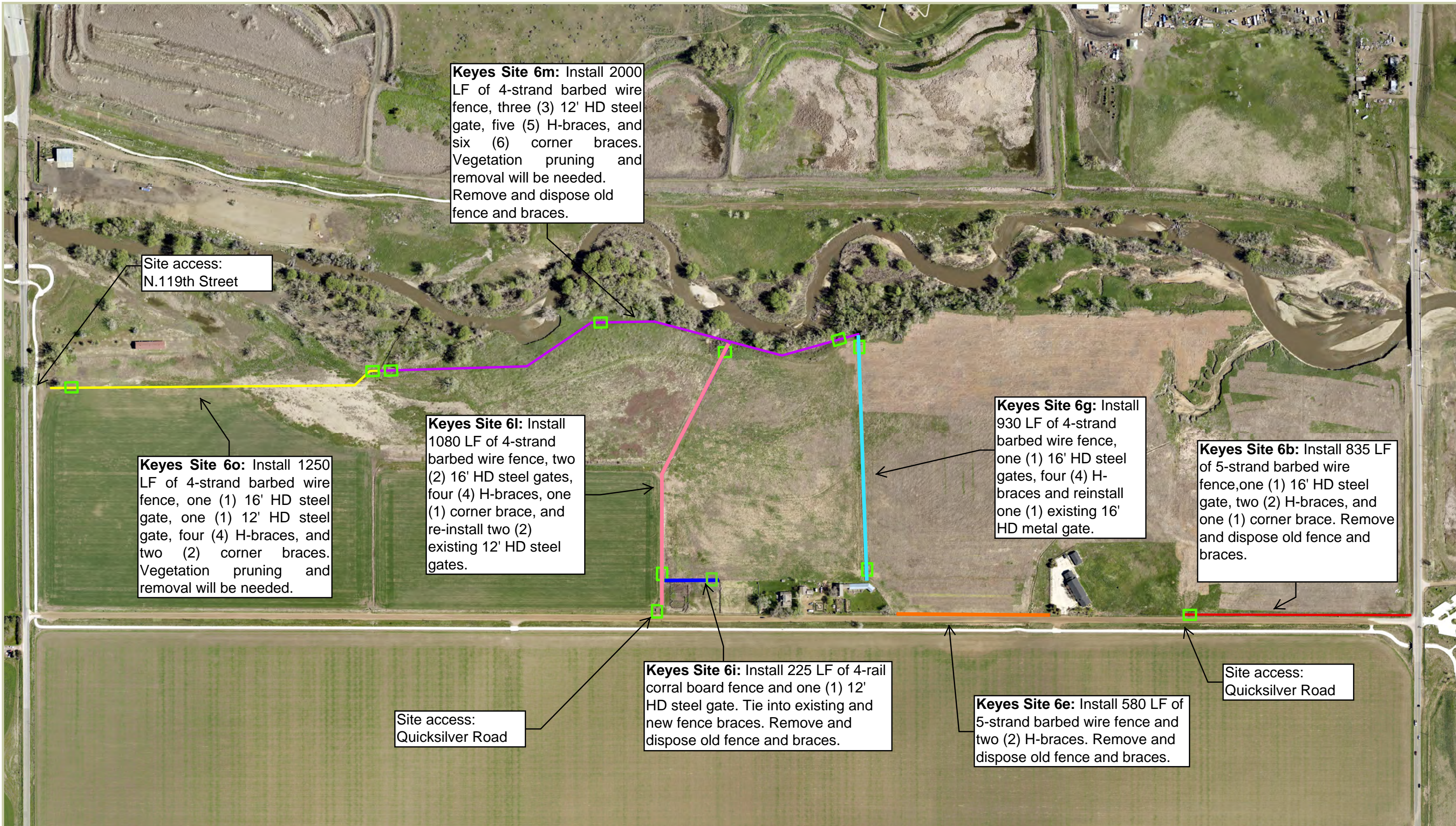
Site 14b: Map 5. Close up at ditch structure.

*Install 5-strand smooth wire fence at edge of bank before it drops off.
*Approximately 14-16 feet of access between fence and concrete barricade.

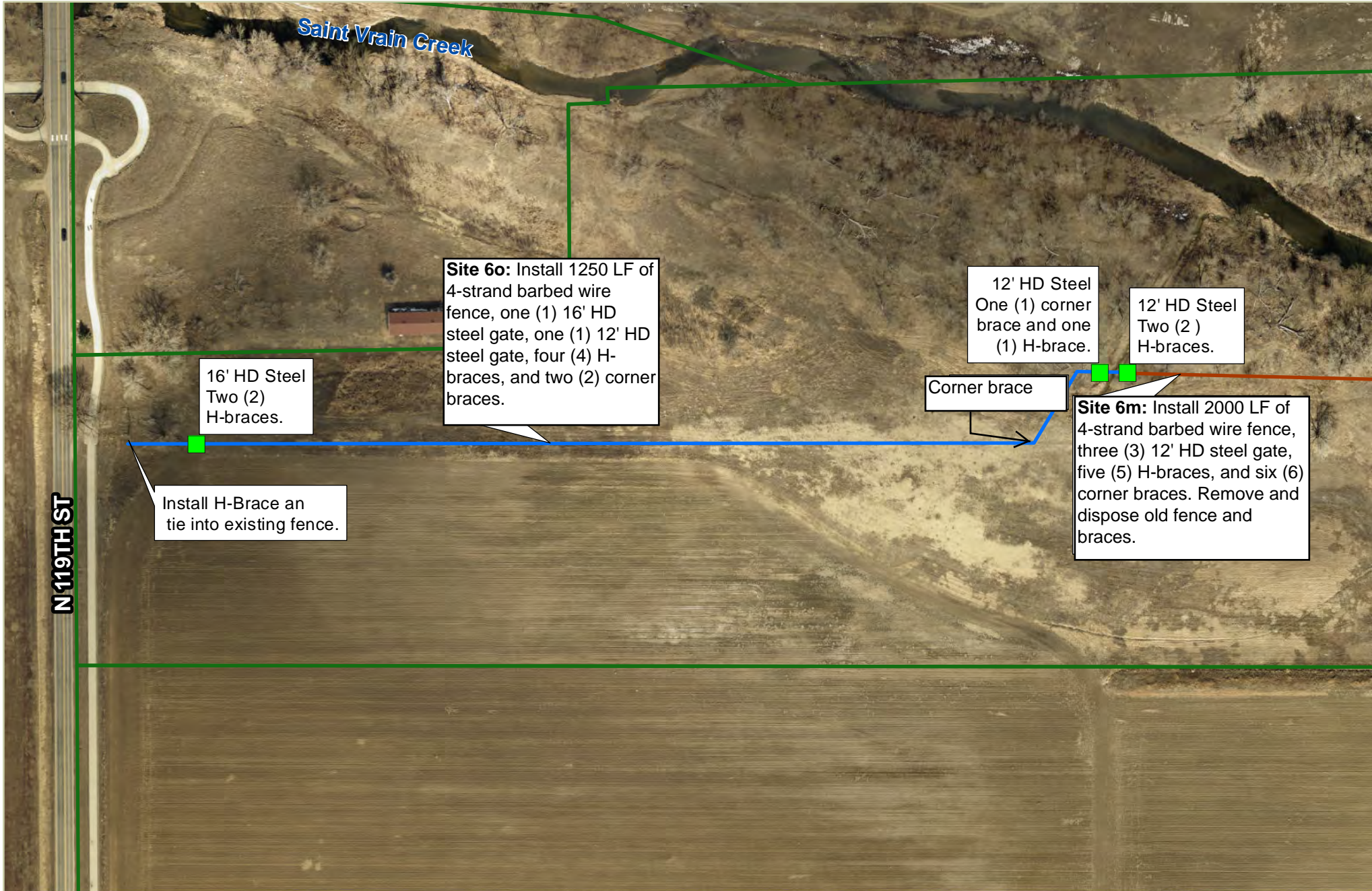
Existing concrete barricade and ditch structure. There will be a gap in the fence segment where the ditch structure is.

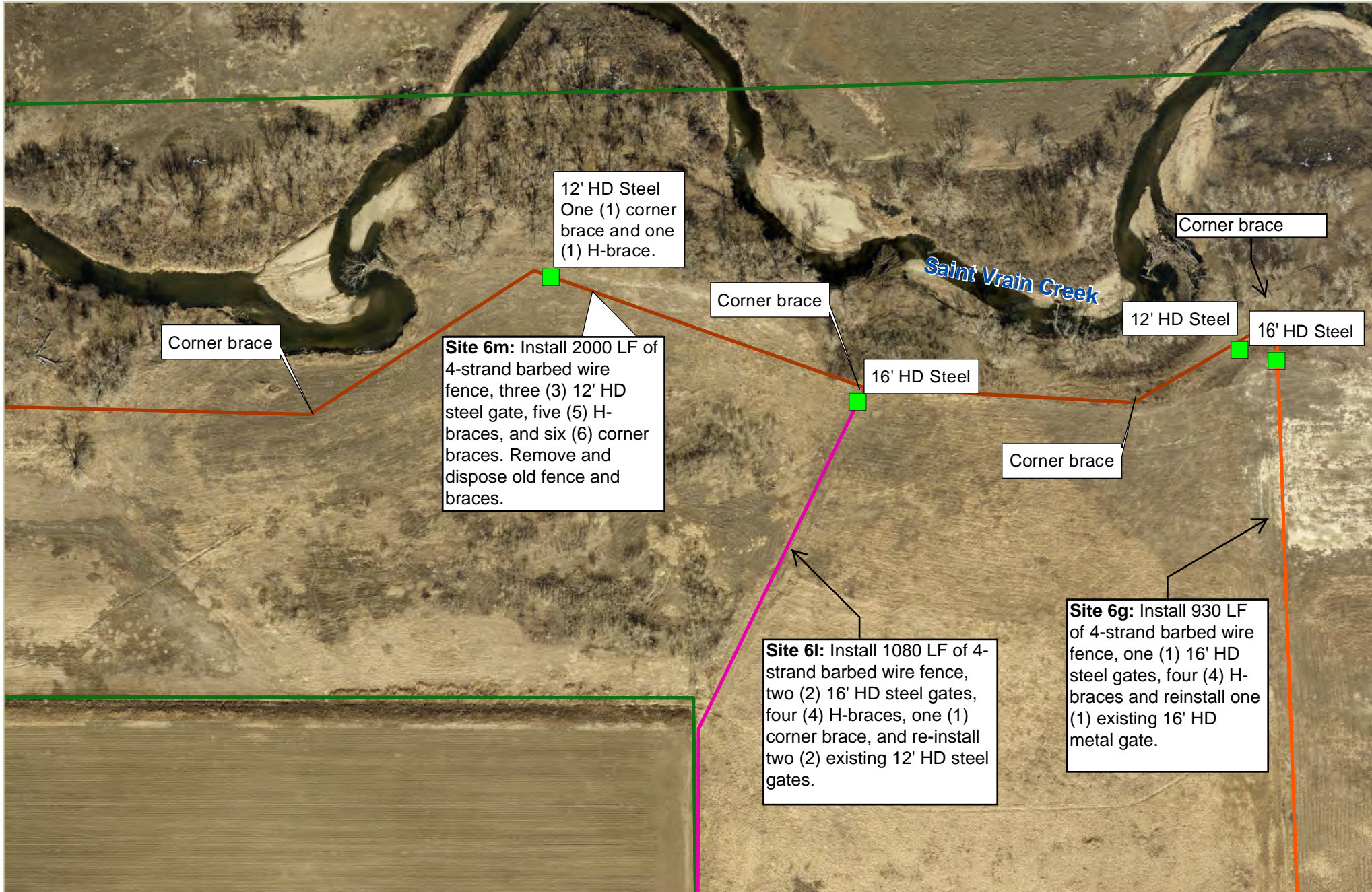
*Install 5-strand smooth wire fence along edge of bank before it drops off. Angle towards back edge of ditch structure.



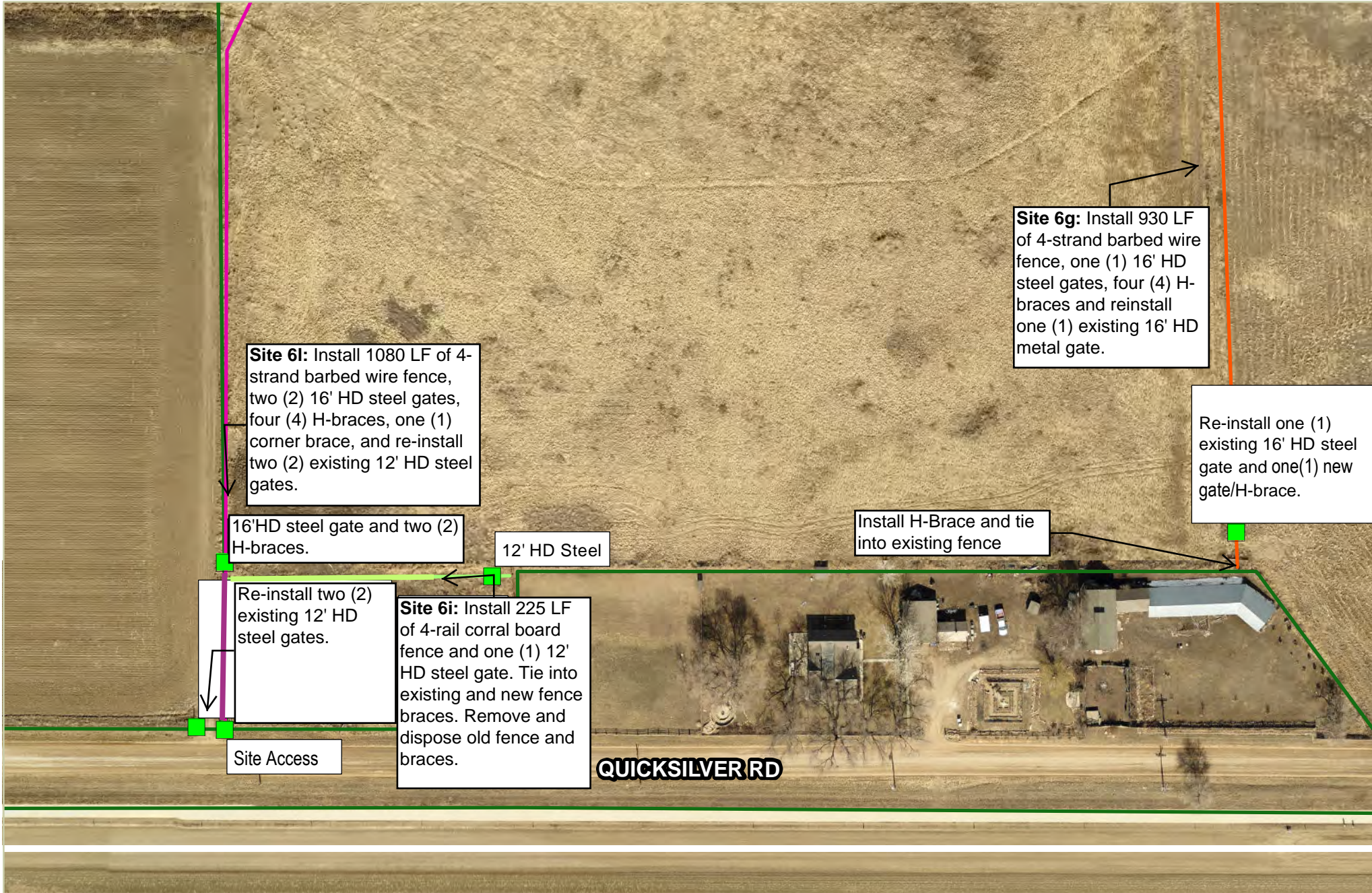


Keys Open Space





Keys Open Space



Keys Open Space



Site 6e: Install 580 LF of 5-strand barbed wire fence and two (2) H-braces. Remove and dispose old fence. Tie into existing fence at braces.

H-brace

H-brace

QUICKSILVER RD



Keys Open Space



H-brace (4') adjacent to existing fence

H-brace

Site 6b: Install 835 LF of 5-strand barbed wire fence, one (1) 16' HD steel gate, two (2) H-braces, and one (1) corner braces. Remove and dispose old fence. Tie into existing fence at braces.

QUICKSILVER RD

16' HD Steel

Corner brace
Tie into existing fence at braces.

EAST COUNTY LINE RD

2021

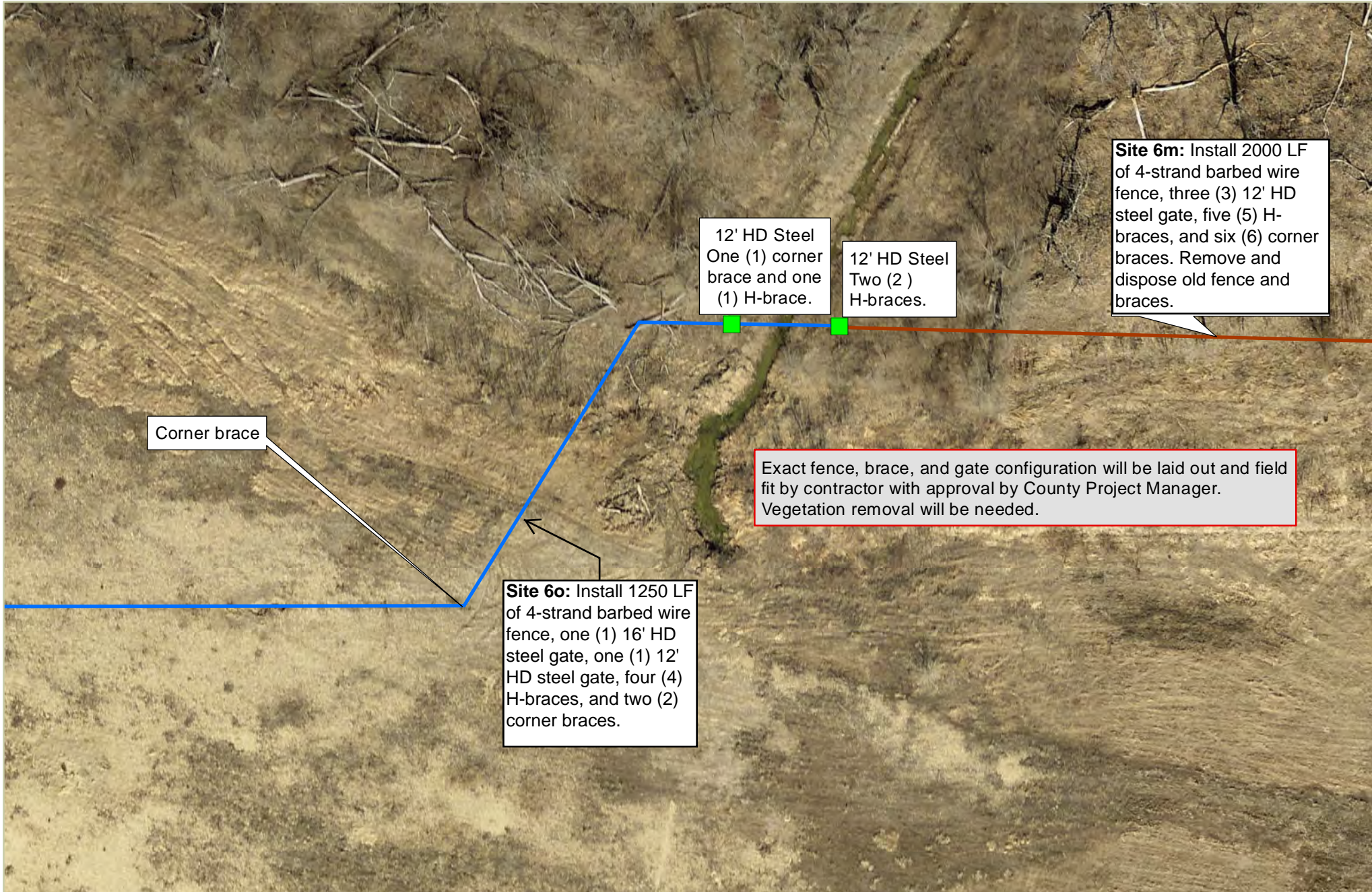
- County Open Space
- Site 6b
- Site 6g
- Site 6l
- Site 6o
- Gate
- Site 6e
- Site 6i
- Site 6m

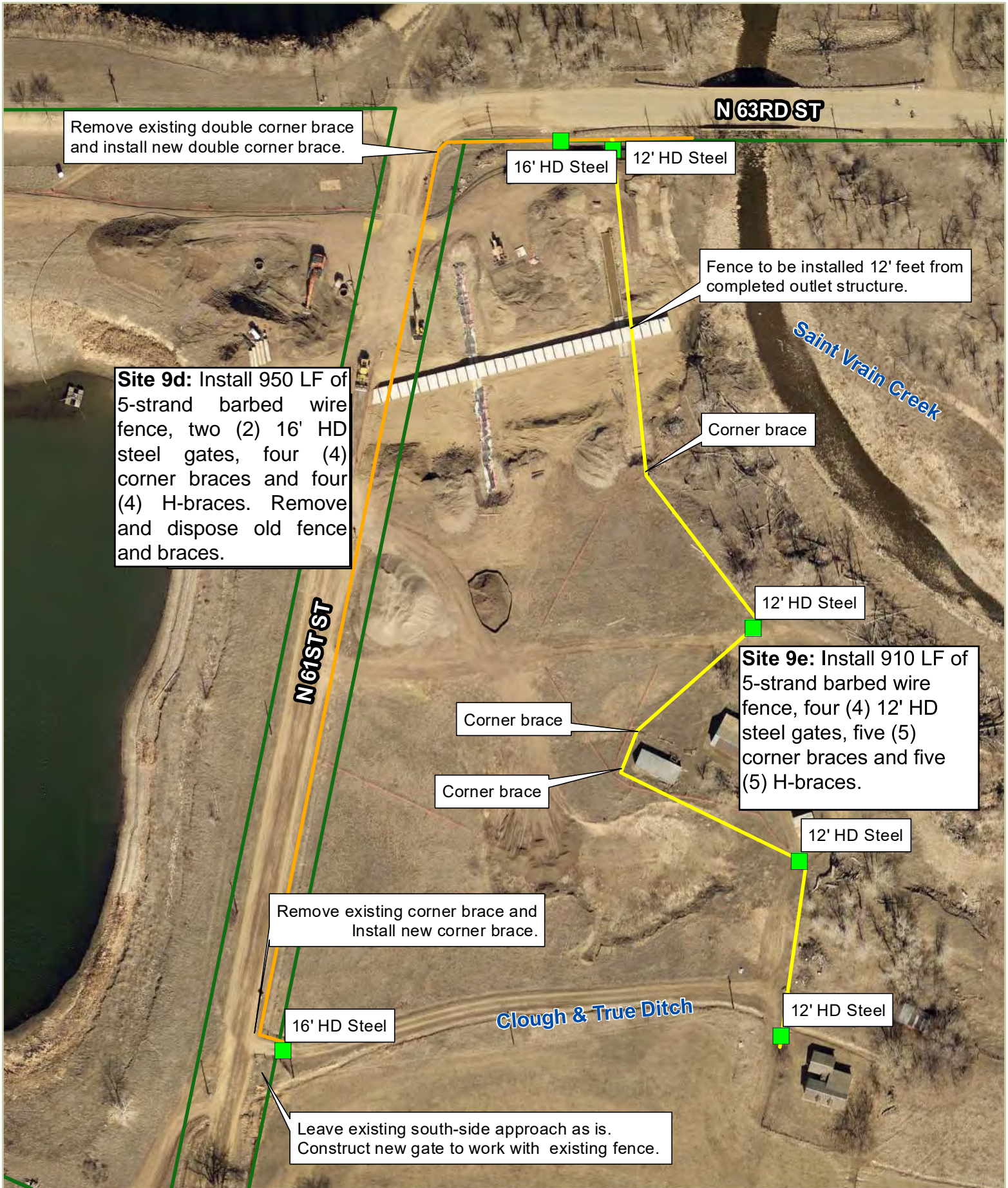


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Remove existing double corner brace and install new double corner brace.

Site 9d: Install 950 LF of 5-strand barbed wire fence, two (2) 16' HD steel gates, four (4) corner braces and four (4) H-braces. Remove and dispose old fence and braces.

Fence to be installed 12' feet from completed outlet structure.

Site 9e: Install 910 LF of 5-strand barbed wire fence, four (4) 12' HD steel gates, five (5) corner braces and five (5) H-braces.

Remove existing corner brace and Install new corner brace.

Leave existing south-side approach as is. Construct new gate to work with existing fence.

Sites 9d and 9e close up details

Install corner brace

Install H-brace

Install double corner brace

Install 12' HD steel gate on new corner brace.

Install 16' HD steel gate and 2 H-braces

Install H-brace

Ramey Site 9d:
Install 5-stand barbed wire fence

Fence to be installed 12' feet from outlet structure.

Ramey Site 9e:
Install 5-stand barbed wire fence

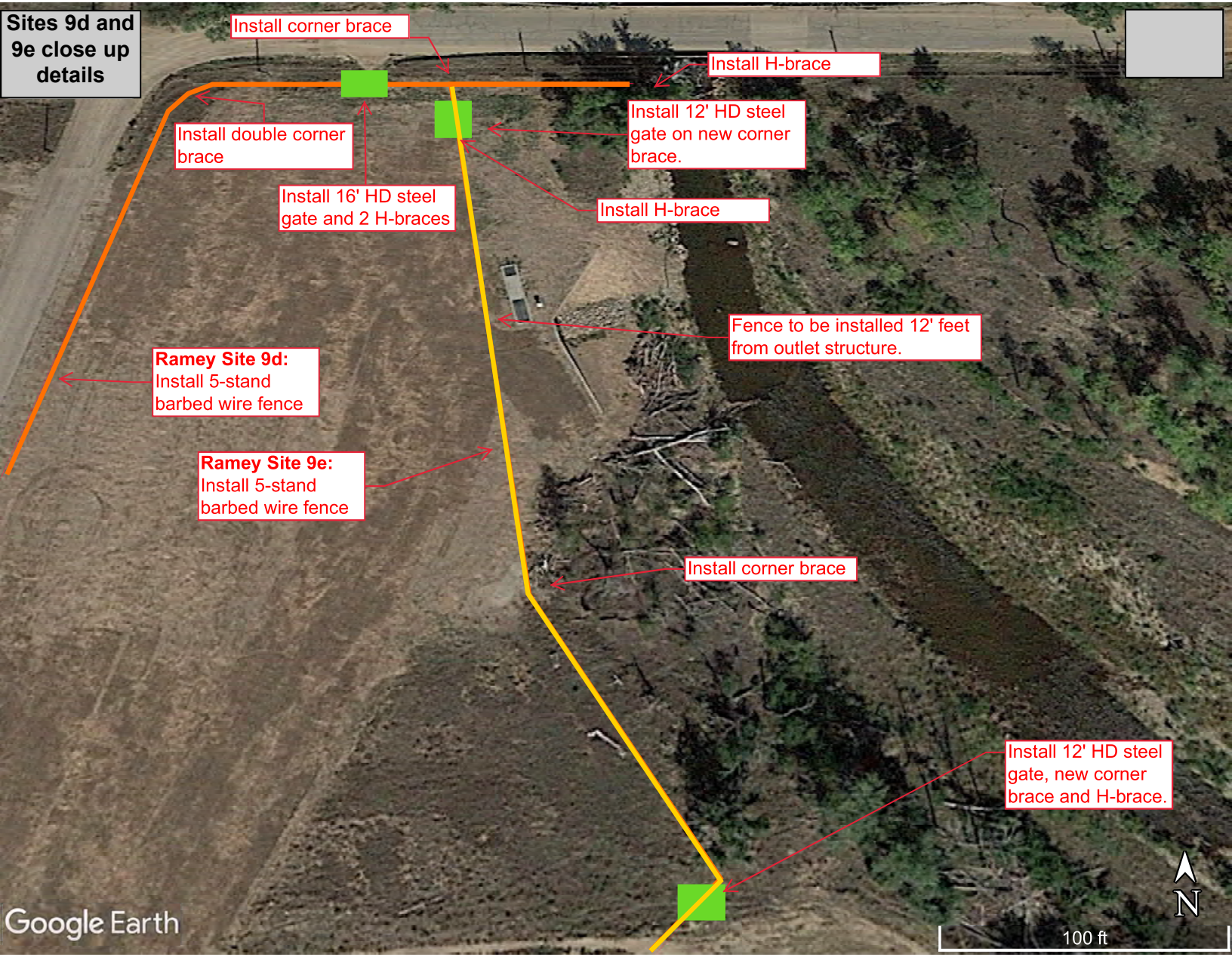
Install corner brace

Install 12' HD steel gate, new corner brace and H-brace.

Google Earth



100 ft



Site 9e close up details around barns

Install 12' HD steel gate, new corner brace and H-brace

Install corner brace

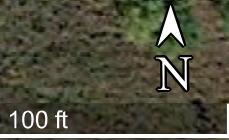
Install corner brace

Install 12' HD steel gate, new corner brace and H-brace

Ramey Site 9e:
Install 5-stand barbed wire fence

Install 12' HD steel gate, 2 H-braces, and tie into existing fence

Google Earth



Site 9d close up details at property entrance

Ramey Site 9d:
Install 5-strand barbed wire fence

Remove existing corner brace. Install new corner brace

Remove existing H-brace and gate. Install new H-Brace and new 16' HD gate.

North-side - Rebuild barbed wire approach in current configuration.

Leave existing south-side approach as is. Construct new gate to work with existing fence.

FENCE SPECIFICATIONS:

4-STRAND STANDARD BARBED WIRE FENCE:

- 4 strands of premium grade 2-point barbed wire
 - Top strand 48" from ground height
 - Bottom strand 16" from ground height
 - Middle strands evenly spaced between top & bottom strands
- Corner braces, end braces, gate braces
 - 6"x 8' treated wood posts for brace uprights
 - Bury depth 3' 6"
 - Concrete as necessary depending on soil characteristics and weight/tension bearing needs
 - 5"x8' treated wood post(s) for horizontal "H" support
 - Horizontal notched into upright posts, spiked at both ends with a 3/8"x 10" spike
 - "X" pattern tensioned cross wires with tensioning stick tight against horizontal
- Line posts
 - 12' t-post spacing, no stays
 - Five (5) 6'x 1.33 premium steel t-posts between each 5"x 8' treated wood post
 - Wood line posts set 3' deep
 - Steel t-posts driven past spade height
 - 1 3/4" staples for all wood posts
 - Line post staples driven to allow wire movement/stretching
 - Standard wire clips for all t-posts (provided w/purchase)

5-STRAND BARBED WIRE PROPERTY BOUNDARY WIRE FENCE:

- 5 strands of premium grade 2-point barbed wire
 - Top strand 48" from ground height
 - Bottom strand 16" from ground height
 - Middle strands evenly spaced between top & bottom strands
- Corner braces, end braces, gate braces
 - 6"x 8' treated wood posts for brace uprights
 - Bury depth 3' 6"
 - Concrete as necessary depending on soil characteristics and weight/tension bearing needs
 - 5"x8' treated wood post(s) for horizontal "H" support
 - Horizontal notched into upright posts, spiked at both ends with a 3/8"x 10" spike
 - "X" pattern tensioned cross wires with tensioning stick tight against horizontal
- Line posts
 - 12' t-post spacing, no stays
 - Five (5) 6'x 1.33 premium steel t-posts between each 5"x 8' treated wood post
 - Wood line posts set 3' deep

- Steel t-posts driven past spade height
- 1 ¾" staples for all wood posts
 - Line post staples driven to allow wire movement/stretching
- Standard wire clips for all t-posts (provided w/purchase)

5-STRAND SMOOTH WIRE PROPERTY BOUNDARY WIRE FENCE:

- 5 strands of premium grade 12.5-gauge smooth barbless wire
 - Top strand 48" from ground height
 - Bottom strand 16" from ground height
 - Middle strands evenly spaced between top & bottom strands
- Corner braces, end braces, gate braces
 - 6"x 8' treated wood posts for brace uprights
 - Bury depth 3' 6"
 - Concrete as necessary depending on soil characteristics and weight/tension bearing needs
 - 5"x8' treated wood post(s) for horizontal "H" support
 - Horizontal notched into upright posts, spiked at both ends with a 3/8"x 10" spike
 - "X" pattern tensioned cross wires with tensioning stick tight against horizontal
- Line posts
 - 12' t-post spacing, no stays
 - Five (5) 6'x 1.33 premium steel t-posts between each 5"x 8' treated wood post
 - Wood line posts set 3' deep
 - Steel t-posts driven past spade height
 - 1 ¾" staples for all wood posts
 - Line post staples driven to allow wire movement/stretching
 - Standard wire clips for all t-posts (provided w/purchase)

4-RAIL CORRAL BOARD FENCE:

- 2"x8" rough sawn lumber
 - Top of highest board 60" from ground height
 - Bottom of lowest board 12" from ground height
 - Middle boards evenly spaced between top & bottom boards
 - All boards attached to posts facing interior of working area
 - Boards attached to each post using (2) 3/8"x5" hex head lag screws with a flat washer in pre-drilled holes
 - Board end joints staggered every other row
- Posts & Bracing
 - 6"x6"x8' pressure treated wood posts
 - Post spacing not to exceed 8' on-center (o.c.)
 - 3' minimum post set depth

- Concrete used for all gate bearing posts and as necessary depending on site characteristics
- Diagonal bracing board extending from top back side of gate post to bottom back side of next post back.

GATE SPECIFICATIONS:

- Length of gates dependent on specific designs, site plan, property usage and access needs
- Heavy Duty steel tube gates, 16 gauge, 2" diameter, painted green, with through-bolt style welded collar hinges
- Gate mounting height 12" from ground to bottom of gate



Pruning trees and shrubs shall follow the ISA Best Management Practices for tree pruning as well as the ANSI (American National Standards Institute) A300 guidelines.

In summary:

- Tree roots shall not be cut unless cutting is unavoidable. When root cutting is unavoidable a clean sharp cut shall be made. Whenever possible a root cut shall be made back to a lateral root
- To prevent soil compaction and reduced tree root respiration; no soil stockpiles, supplies, equipment, or any other material shall be placed or stored within a tree drip line or within 10 feet of the tree trunk whichever distance is greater. Heavy objects such as wood pallets or metal railings shall not lean against or come in contact with the trunk
- Pruning tools shall be adequate for the size of the cuts being made
- Pruning tools shall be sharp to make clean cuts without jagged edges
- Dull, anvil-type pruning tools shall be avoided because they crush the tree tissue. Bypass (scissors-type) tools shall be used to ensure clean, flat cuts
- Final cut shall be just outside the branch collar (Raised area where a branch joins another branch)
- Final cuts shall be smooth and flat. Rips, tears and jagged edges shall not be left when pruning is complete
- Stub cuts and flush cuts shall not be made as they will either prevent wound sealing or make a larger wound that is open to decay and disease/insect infection
- Do not apply any wound sealants to cuts
- All debris shall be hauled away by the contractor

See attached pages for additional details.

REMOVAL CUTS

Locating the Right Spot to Make the Cut

A removal cut removes a branch back to its parent stem or trunk (Figure 5-1, center). The part that remains has a larger diameter than the part that was removed. Examples include removing a limb from the trunk, cutting a lateral branch from a limb, or cutting a smaller branch from a larger one. Details of these procedures are covered in the next section.

There is no universal angle to the trunk at which to make a proper cut. The choice of the angle is determined by the location and shape of the collar if one is present and the branch bark ridge. Figure 5-4 shows that most cuts are made at an angle, going down and away from the trunk. Some will be made parallel with the trunk. Occasionally, if the collar is oriented in a certain way, cuts may be made so the bottom of the cut angles toward the trunk.

Before the invention of chain saws, many pruning cuts on large branches were done properly (perhaps inadvertently). This was because the correct cut outside the collar was the shortest and quickest cut. Cutting through the collar required a longer cut, which was not commonly done. Unfortunately, chain saws have made it easier to cut through the branch collar. Cutting through the collar, can initiate decay and cracks in the trunk because the branch protection zone is removed.

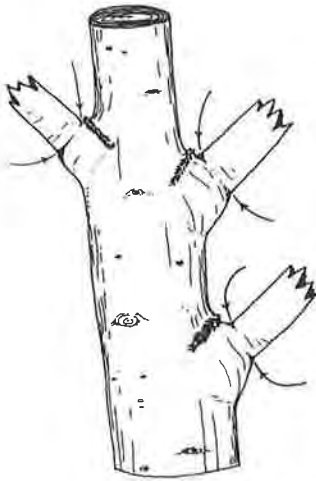
Final cuts to remove lateral branches from parent branches or branches from trunks must be made just beyond the swollen collar, if present, at the base of the branch. In addition, always make the cut to the outside of the branch bark ridge or stem bark ridge (Figure 5-4). Because the swollen collar typically extends beyond the branch bark ridge on top of the branch, to simply cut to the outside edge on the branch bark ridge may not be correct. If a swollen collar is present, be sure to cut just beyond the swelling, on top of the branch. One way to assure this is to cut where the top of the branch makes an abrupt turn toward the branch bark ridge. The top of the branch is usually fairly straight. Begin the cut where this straight line turns abruptly upward. The proper cut is never made on the trunk side of the ridge.

Never make a pruning cut flush with the trunk because this cuts into the collar and makes a larger wound (Figure 5-4). Cutting into the collar opens the trunk to decay, causes cracks, and increases the likelihood of canker disease infection. Flush cuts damage trees even though the wound may close faster than a correctly executed cut (Figure 5-5, left). Properly executed cuts close in a circular fashion (Figure 5-5, right) on small branches but may be oval on some larger branches.

On the other hand, you should not leave a branch stub by cutting too far beyond the collar (Figure 5-4, far right). A stub longer than about $\frac{1}{8}$ inch is probably too long for a small-diameter branch, whereas one longer than $\frac{1}{4}$ inch in a large branch is unnecessary. Branch stubs are susceptible to wood-decaying organisms, especially while the cut is



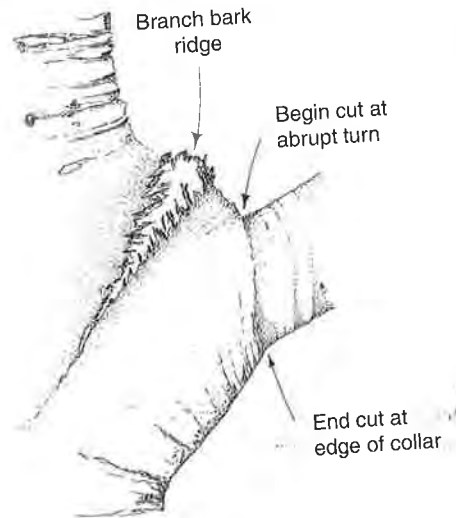
Pruning technique: branch collar present

Side view
of correct cuts

Before pruning



After pruning



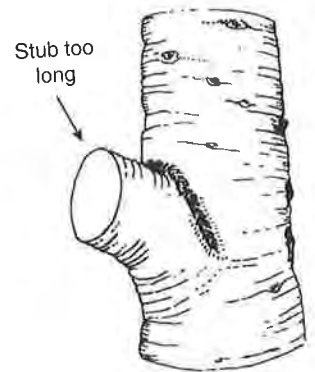
Front view



Correct collar cut



Flush cut: an incorrect cut



Stub cut: an incorrect cut

FIGURE 5-4. The branch collar forms a swelling at the base of the branch (top right). A correct pruning cut is made between the arrows at the edge of the collar. Notice that the arrows at the top of the branches are located at the point where the branch top makes an abrupt turn toward the branch bark ridge. A properly executed cut will leave the entire collar on the trunk (bottom left). Never make a flush cut (bottom center), and do not leave a branch stub (bottom right).

open to the air, before **woundwood** completely closes over it. A proper cut without a stub will close over more quickly. If left on trees, decay beginning in stubs can break through the branch protection zone and move into the trunk, causing trunk rot and creating a potentially weak tree. Do not leave stubs, living or dead, on trees. *The swollen collar left on the trunk after a proper pruning cut is not a stub.*



FIGURE 5-5. This cut (left) was made too close to the trunk. The edge of the branch bark ridge was removed on top of the cut, and the collar was cut into on the bottom. These three cuts (right) were made properly. Notice the intact branch bark ridge and the circular cross-section of the cut. The circular, closed pruning wound at the bottom indicates that the cut was made properly.

It is usually easy to see where the cut should be made at the top of a branch, but the collar on the underside of the branch may be hard to locate. Many branch unions have no visible collar. Figure 5-6 helps show the angle of the proper pruning cut when the boundaries of the branch collar are not easy to identify. This is often the case when the branch is larger than about a third to a half the trunk diameter. Some trees almost never form visible collars around healthy branches.

When bark is included in the union between the trunk and the branch or between two stems, the union is weakened and is shaped like the letter **V**, not a **U**-shape. A **U**-shape is common on many well-formed, strong unions. When this occurs, the pruning cut must be made with a saw from the bottom of the branch or stem up toward the top (Figure 5-7, bottom).

Pruning technique: branch collar absent

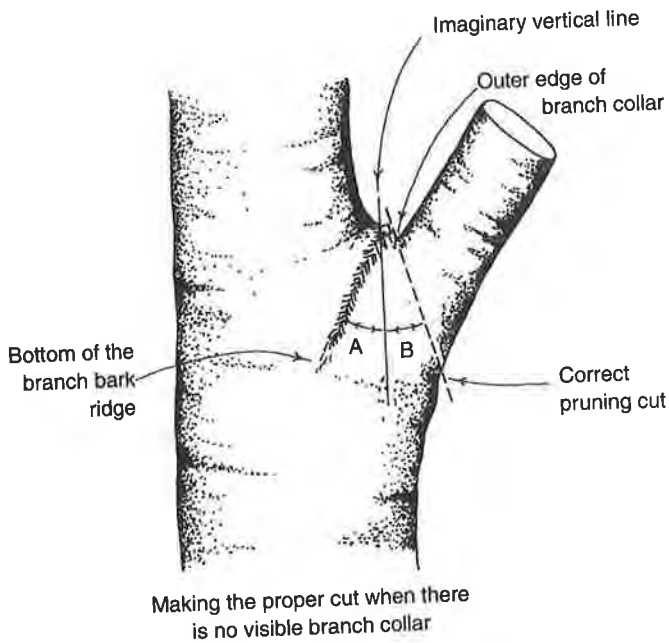


FIGURE 5-6. If the bottom of the branch collar is hard to see, estimate angle B by drawing an imaginary vertical line as shown (parallel with the trunk). Beginning on top of the branch, at the outer edge of the branch collar, make a pruning cut so that angle B is greater than or equal to angle A. The cut is likely to end near the bottom of the branch bark ridge. Use the above as a guide line. If callus forms uniformly around the cut made with angle $B > A$, then cut in that manner.

Pruning technique: included bark in crotch

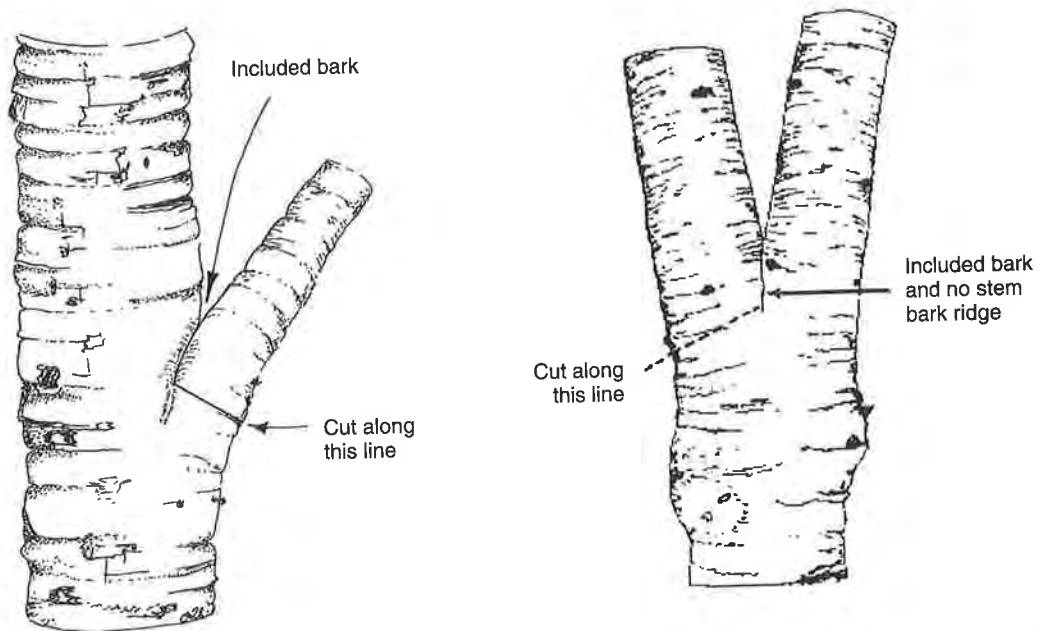


FIGURE 5-7. Remove a branch or stem with included bark by cutting as far down into the union without injuring the trunk that will remain.

Making the Cut

Small branches. Branches less than $\frac{1}{2}$ inch in diameter can be cut with a hand pruner or lopper (see "Pruning Tools," Chapter 6). Rest the blade (not the anvil) at the edge of the collar and cut so that the blade cuts across or up through the branch. This reduces the likelihood of injury to the branch collar. This technique also prevents the branch union from splitting.

Branches between $\frac{1}{2}$ and 1 inch in diameter can be cut with a lopper, but a saw will do much less damage to the collar and is recommended. The cut can be made from the top of the branch down if the branch is at a wide angle with the trunk (Figure 5-8, left). The pruning cut must be made from the bottom of the branch toward the top on branches that form a narrow angle with the trunk (Figure 5-8, right). If the saw is forced into the union of branches with tight angles, trunk bark may be injured above the branch and the cut will be made through the collar, damaging the tree.

Branches more than 1 inch in diameter. Use a saw, not a lopper, as loppers damage the collar when they are used to remove live branches. Branches that are too heavy to be held with your hand will often split from the trunk when the saw is about $\frac{2}{3}$ through the branch. This strips the bark from the collar and the trunk below the branch as the branch falls, causing serious and irreparable damage to the tree. To prevent this, make three cuts with a saw when removing branches larger than about 1 inch in diameter (Figure 5-9). This has been called a **drop cut**.

Cut down on branches with wide unions



Cut up on branches with tight unions

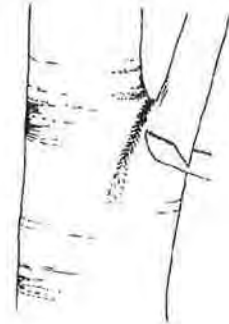


FIGURE 5-8. Some limbs can be cut from the top of the branch toward the branch bottom (left). If the crotch is tight and the saw will not fit from the top at the correct cutting angle, make the cut from the bottom up (right).

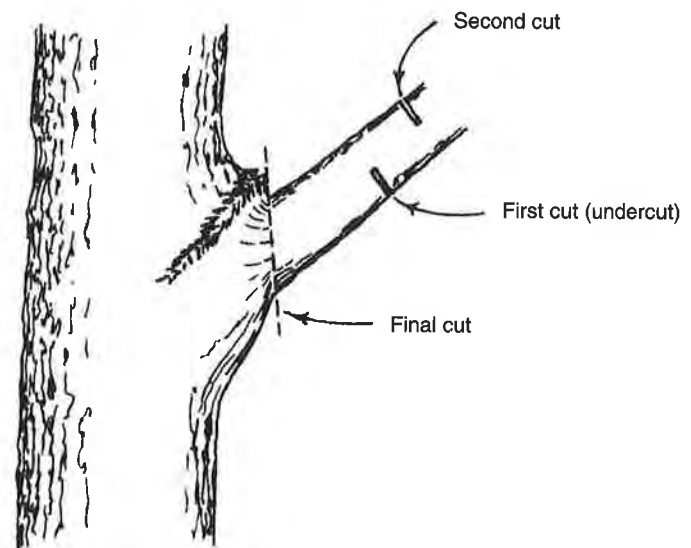


FIGURE 5-9. A drop cut. To remove a branch over 1 inch in diameter, make the first cut on the underside to the depth at which the saw nearly binds (about $\frac{1}{3}$ of the way through). Make the second cut through the branch at a point 1 to 2 inches beyond the first cut. The final cut is made outside the branch bark ridge and the branch collar. To prevent the chain saw from pulling out of the climber's hands, make the second cut directly above the first cut.

PROTECTED PLANTS AND WILDLIFE CONSERVATION MEASURES

1) **SUMMARY:**

Section Includes pertinent criteria relating to compliance with the following federal statutes:

- a) Endangered Species Act (ESA; 16 U.S.C. § 1531 et seq.)
- b) Migratory Bird Treaty Act (MBTA; 16 U.S.C. 703-712)
- c) Bald and Golden Eagle Protection Act (BGEPA; 16 U.S.C. 668-668c)

2) **GENERAL:**

- a) Coordination with BCPOS for mitigating impacts to protected plants or wildlife is critical and shall be implemented early in the construction process to limit or avoid construction delays. The Contractor shall coordinate activities and conservation measures to mitigate impacts with the BCPOS Project Manager (PM).
- b) Project Specific Dates
 - i) The Preble's meadow jumping mouse (Preble's) active season is from **May 1** through **November 1**.
 - ii) Primary nesting season for migratory birds is from **April 1** through **July 31**.
 - iii) Primary nesting season for nesting raptors is from **February 1** through **August 31**.
 - iv) Primary nesting season for Bald and Golden eagles is from **October 15** through **July 31** and **December 15** through **July 15**, respectively.
 - v) Coordination with CPW on appropriate measures for protection for raptors is required when raptor nesting activity is observed within a ½ mile of the project area.

3) **PROJECT SPECIFIC SPECIFICATIONS AND NOTES:** (Flood Fencing Reconstruction: Property Boundary and Agriculture Open Space Fence Project)

- a) As needed, a BCPOS biologist (hereinafter Biologist) will be responsible for all nest surveys required in section 5 of these specifications for the Flood Fencing Reconstruction: Property Boundary and Agriculture Open Space Fence Installation Project. The Contractor is not required to hire a qualified wildlife biologist for nest surveys for this project. The Contractor is, however, responsible for all other work described in these specifications.

4) **ENDANGERED SPECIES ACT:**

The Preble's meadow jumping mouse (Preble's), Ute Ladies' Tresses Orchid, and Colorado Butterfly Plant are all species protected under the **Endangered Species Act**. Preble's Meadow Jumping Mouse Habitat Conservation Areas are also designated in the Boulder County Comprehensive Plan – Environmental Resources Element for many streams in Boulder County below 7,600 ft. elevation.

Conservation measures for the protection of plant and animal species protected

under the **Endangered Species Act** to be implemented by contractor when **working in or near streams** in Boulder County below 7,600 ft.:

- a) Pre-Construction:
 - i) Minimize footprint of disturbance by limiting the number and area of access points, staging and fueling areas, limits-of-disturbance.
 - ii) Locate access routes, material haul routes, and staging and fueling areas in previously disturbed areas, along existing roads or within two vehicle widths of existing and new fence alignments. When working near streams, ditches or riparian areas vehicles and equipment shall remain on the pasture or roadside of the fence, away from the stream, ditch or riparian area.
 - iii) The BCPOS PM and Contractor shall discuss haul routes, access points, staging and fueling areas, limits-of- disturbance and areas of no entry for equipment and as needed, delineate on the ground with plastic construction fencing or flagging prior to any ground disturbance or vegetation removal.
 - iv) BCPOS PM will debrief onsite personnel of limits-of-disturbance, limits-of-construction, no entry areas and other pertinent conservation measures.
 - v) Follow stormwater guidelines and utilize best management practices to limit sedimentation, contamination, erosion.
- b) Project Implementation:
 - i) The Contractor shall contact the BCPOS PM to contact US Fish and Wildlife Service if Preble's, Colorado Butterfly plant, or Ute Ladies' Tresses are found within project area.
 - ii) Limit unnecessary disturbance (crushing) or removal of vegetation (Trees, shrubs, and herbaceous plants) within riparian and adjacent upland habitat.
 - (1) Limit disturbance to vegetation to the limits-of-disturbance as defined in the project plan set or as directed by BCPOS Rep.
 - (2) Choose equipment size/type appropriately to minimize disturbance and soil compaction.
 - iii) Stage, operate, locate and refuel equipment outside of riparian habitat and immediately adjacent upland habitats.
 - (1) Operate equipment from previously disturbed or modified roadbeds or shoulders above riparian, when possible.
 - (2) Limit the number of entrance and exit points in project area.
 - (3) Stockpile materials and debris outside of riparian area and protect from stream flows.
 - iv) During Preble's active season (**May 1-November 1**), work only during daylight hours. (Preble's are nocturnal).
 - v) Promptly remove waste to minimize site disturbance and attraction of predators.

- vi) Cover exposed holes or loose dirt with tarps/boards to prevent entrapment during the Preble's active season.
- vii) Use best management practices to limit construction disturbance.
 - (1) Soil compaction: Establish one access route preferably along existing disturbed surface or route.
 - (2) Soil compaction: Temporarily line access routes with geotextiles in wet, unstable soil.
 - (3) Weed control: Wash and inspect vehicles and equipment before entering or leaving project area.
 - (4) Weed control: Use only weed free certified materials, including gravel, sand, topsoil, mulch, and seed.
- viii) Complete construction before beginning restoration activities.
- c) Post-Construction:
 - i) Upon completion of project, assess all disturbed areas and revegetate with native vegetation as needed.

5) **MIGRATORY BIRD TREATY ACT AND BALD AND GOLDEN EAGLE PROTECTION ACT:**

Compliance with **Migratory Bird Treaty Act** and **Bald and Golden Eagle Protection Act** is required. Conservation measures to mitigate impacts to species protected under these federal statutes are to be followed and/or implemented by the Contractor and BCPOS, as needed.

The Contractor and BCPOS shall schedule work to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) and minimize disturbance to migratory birds protected by the Migratory Bird Treaty Act (MBTA).

To protect migratory birds, the Contractor and BCPOS will take the following actions prior to commencement of construction activities:

- a) *Nest Surveys*. The Contractor shall provide notification to the BCPOS PM at least **ten working days** prior to the start of construction activities. **During the active nesting season**, a survey for active nests shall be conducted by the Biologist within the **seven days immediately prior** to the commencement of construction and prior to each construction phase of the project. All surveys should be conducted within a 1/2 hour before sunrise and within 4 hours after sunrise.
 - i) Primary nesting season for migratory song birds is from **April 1 through July 31**.
 - ii) Primary nesting season for nesting raptors is from **February 1 through August 31**.
 - iii) Primary nesting season for Bald and Golden eagles is from **October 15 through July 31** and **December 15 through July 15**, respectively.

The Biologist shall survey the project area and a 50-foot buffer around the limits-of-construction for each area and/or phase of the project for active bird nests in all bird

nesting habitat types (standing vegetation, herbaceous ground cover, bare ground, cavities, exposed earthen banks, cliffs and rock ledges, and structures). The Biologist shall record the location of each active nest, bird species, the method used to protect the nest, and the date of installation of the protection measure(s). A copy of these records shall be submitted to the BCPOS PM and Contractor within 3 days of observations. The Biologist must notify BCPOS PM about the location of new active nests within 24 hours of discovery to confer on appropriate mitigation measures. If the status of a nest (active/inactive) cannot be readily determined, the Biologist shall monitor the nest up to three separate occasions, with at least three and no more than seven days between monitoring events. After three negative surveys, a nest shall be deemed inactive.

- b) *Raptor Nest Surveys (including Bald and Golden eagles)*. **During the active nesting season** for raptors and eagles (see above for dates), the Biologist shall conduct dusk and dawn **raptor nest surveys** within 0.5 mile of the limits-of-construction and within the **seven days immediately prior** to the commencement of construction activities and **prior to each construction phase**. These surveys can be done with binoculars. Notification must be provided to BCPOS PM and Contractor within 24 hours upon discovery of nesting raptor(s). If construction activities are located within the Colorado Parks and Wildlife (CPW) recommended buffer zone for specific raptors, "NO WORK" zones shall be established around active nest sites during construction according to the CPW standards or as recommended by the Biologist in consultation with BCPOS biologist and CPW. The "NO WORK" zone shall be marked with either fencing. Work shall not proceed within a "NO WORK" zone until the Biologist has determined that the young have fledged or the nest is unoccupied and a BCPOS biologist has conferred on this determination.

Coordination with CPW on appropriate measures for protection for raptor nest sites is required. (Colorado Parks and Wildlife Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors

<https://cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/RaptorBufferGuidelines2008.pdf>)

- c) *Vegetation Removal and Trimming (including trees, shrubs, and herbaceous vegetation)*. Vegetation removal activities shall be timed to avoid the migratory bird breeding season, when possible, removing the vegetation prior to nest establishment. If vegetation clearing occurs during the primary migratory bird nesting season (**April 1 to August 31**), the undisturbed herbaceous ground cover to 50 feet beyond the limits-of-disturbance, or to limits-of-construction, whichever is less, shall be maintained at a height of 6 inches or less until ground disturbance activities. This will minimize the potential for the establishment of new nests in the project area during active construction. Nest surveys for the undisturbed areas mentioned above must be completed prior to vegetation management to ensure no active nests are impacted.
- d) *Work on fences*. The Contractor shall prosecute work on fences in a manner that does not result in a taking of migratory birds protected by the Migratory Bird Treaty Act

(MBTA). The Contractor shall not prosecute the work on fences during the primary breeding season (**April 1 through August 31**) unless the following actions are taken:

- i) The BCPOS PM or Biologist shall remove existing nests **prior to April 1**.
- ii) During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the BCPOS PM or Biologist shall monitor the structures **at least once every three days** for any nesting activity.
- iii) If the birds have started to build any nests, they shall be removed before the nest is completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.
- iv) Installation of netting may be used to prevent nest building. The netting shall be monitored and repaired or replaced as needed. Netting shall consist of a mesh with openings that are $\frac{3}{4}$ inch by $\frac{3}{4}$ inch or less.

If an active nest becomes established, (i.e., there are eggs or young in the nest), all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied as determined by the Biologist and approved by the BCPOS PM and Biologist. The Contractor shall prevent construction activity from displacing birds after they have laid their eggs and before the young have fledged.

- e) *If Active Nests are Discovered:* If active nests containing eggs or young birds are found within the survey area, an appropriate buffer of 50 feet will be established around the nest by the wildlife biologist. This buffer dimension may be changed if determined appropriate by the Biologist and approved by the BCPOS PM and BCPOS. The BCPOS PM and/or Biologist shall install fence (plastic) at the perimeter of the buffer. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the Biologist until all nests within that area have become inactive. Work shall not proceed within the buffer until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the BCPOS Rep will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges but will be charged as contract time.

If a bald eagle chooses to nest within one half mile of the project area between October 15 and July 31, all work within the $\frac{1}{2}$ mile buffer zone of the nest must stop and notification must be provided to BCPOS biologist, Colorado Parks and Wildlife Bird Conservation Coordinator and the U.S. Fish and Wildlife to receive guidance.

- f) *If inactive nests are discovered:*
Inactive nests outside the limits of ground disturbance and vegetation removal shall be left in place.

Inactive nests shall not be monitored.

- g) *Taking of a Migratory Bird.* The taking of a migratory bird shall be reported to the BCPOS PM and Biologist. The Contractor shall be responsible for all penalties levied by the U. S. Fish and Wildlife Service (USFWS) for the taking of a migratory bird.

FEMA ADDENDUM

OFFICE OF MANAGEMENT AND BUDGET

POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **Flood Fencing Reconstruction: Property Boundary and Agriculture Open Space Fence Installation Project, BID #7285-21**, Contract (the “Contract”) between **[contractor]** (“Contractor”), and Boulder County, (the “County”).

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are added and incorporated into the Contract:

ADDITIONAL FEMA REQUIREMENTS

[All contracts]

- i. Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iii. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the

contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

iv. No Obligation by Federal Government: The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.

v. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Contract.

vi. Access to Records: The following access to records requirements apply to this Contract:

(1) Contractor agrees to provide County, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards

(A) *[For contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]*

Breach. Any breach of the Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor's breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties. Termination for cause and convenience are governed by the provisions of the Contract.

(B) *[All contracts in excess of \$10,000]*

Termination. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(C) *[Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3]*

Equal Employment Opportunity. Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) [*When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities*]

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Copeland “Anti-Kickback” Act (40 U.S.C. 3145). Contractor must fully comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland “Anti-Kickback” Act to the Federal awarding agency.

(E) *[Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]*

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contract is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) *[If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a)]*

Rights to Inventions Made Under a Contract or Contract. For contracts entered into by the Contractor or the County with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the parties must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

(G) *[Contracts and subgrants of amounts in excess of \$150,000]*

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) *[For contract awards (see 2 CFR 180.220)]*

Debarment and Suspension (Executive Orders 12549 and 12689). Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) [*For contracts exceeding \$100,000*]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(J) [*All contracts*]

Procurement of recovered materials (2 CFR §200.322). All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) [*All contracts*]

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Contractor is prohibited from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) [*All contracts*]

2 C.F.R. Part 25 Universal Identifier and System for Award Management.

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25.

(M) [*All contracts*]

2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(N) [*All contracts*]

Civil Rights Requirements

Subrecipient shall comply with all statutes and regulations prohibiting discrimination applicable to this award, which include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity

receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Assurances of Compliance with Civil Rights Requirements

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subject to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(O) *[All contracts]*

Requirements for Drug-Free Workplace, 31 C.F.R. Part 20

As a Subrecipient, you agree to comply with the requirements of the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. Specifically, Subrecipient agrees to:

(a) First, make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to -

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 20.205 through 20.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 20.225).

(b) Second, identify all known workplaces under your Federal awards (see § 20.230).

(P) *[All contracts]*

New Restrictions on Lobbying, 31 C.F.R. Part 21

Subrecipient certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Q) *[All contracts]*

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), the County encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(R) *[All contracts]*

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225

(Oct. 6, 2009), the County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

(S) *[All contracts]*

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).

If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(T) [*Construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold as defined in 2 C.F.R. § 200.88*]

Bonding requirements (2 C.F.R. § 200.326).

Except where the Federal awarding agency or pass-through entity has made a determination that alternative bonding policy and requirements adequately protect the Federal interest, Contractor agrees to comply with the following minimum bonding requirements:

- (a) Contractor must provide a bid guarantee equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Contractor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) Contractor must provide a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- (c) Contractor must provide a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	TBD
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	Resource Planning Project Management & Design
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>	Rosa Brohm rbrohm@bouldercounty.org
Invoice Contact – <i>Name, email</i>	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	5/31/2022 NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	5/31/2022
Contract Amount	
Contract Amount	TBD
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
<p>BID# XXXX-21; Flood Fencing Reconstruction: Property Boundary and Agriculture Open Space Fence Installation Project; Construction of approximately sixteen thousand (16,000) Linear Feet (LF) of property boundary and agricultural fences and associated gates at the Hall Ranch Meadows, Ramey, Braly, Bishop and Keyes North Open Space properties near Longmont and Lyons, CO.</p>	
Contract Documents	
<p>a. Formal Procurement (Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal")</p>	

- 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")
- e. FEMA Grant Agreement as Exhibit C
- f. FEMA Addendum as Exhibit D

Purchasing Details – County Internal Use Only

Grant Funded?	Yes
Bid Number	
Award Date	TBD
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 and other projects are supported by a Grant Agreement with State of Colorado acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management, Public Assistance FEMA-DR-4145-CO; 14-L4145-033; Contract CMS NO. 66396 and CMS Routing NO.: 73388; Amended With Form 1 - Grant Change Letter #6 adding PW1188, PW1192, PW1195, PW1196, PW1198 dated September 25, 2014 from the State of Colorado Department of Public Safety Division of Homeland Security and Emergency Management.

Contributing Agency Allocations:

FEMA: 75%

State of Colorado: 12.5%

Boulder County: 12.5%

Project subject to Payment Bonds and Performance Bonds

Project subject to five percent (5%) Retainage

Project to Contractor Evaluation

Project subject to Notice of Final Settlement

Contractor subject to Debarment Check

Contract subject to Special Provision Clauses 60-69

RESERVED CLAUSES:

Geographic Information System (GIS) Data

ACCOUNT CODE: 101-27404-74000-1010-101502(task 4)-PO12-XXXX

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 ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (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** unless this Contract is terminated earlier or the County grants Contractor a written extension in accordance with paragraph 6 or 7. 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. 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 Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and

Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to 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. *[For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.]* COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform county work in a county facility" means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in a county building. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor can show proof that it is in compliance with its own

COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County's request.

59. **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**

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

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.

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. **Cultural Artifacts:** To ensure the preservation of significant cultural artifacts and historical materials at the Project site, the County will inform the Contractor of the probability of cultural artifacts or historical materials being uncovered during the Project prior to the Notice to Proceed being issued. It shall be the Contractor's responsibility to communicate that probability to any Subcontractors. The County, when deemed applicable, will make a Cultural Resource Specialist available to supervise ground disturbance/structural renovation operations at the Project site. It is the Contractor's responsibility, if any cultural artifacts or historical materials are uncovered, to cease all ground disturbance/structural renovation operations and notify the County immediately. The Contractor shall not remove any findings from Project site; all findings remain the property of the County. The Cultural Resource Specialist shall document any findings, as well as provide retrieval and/or securing the area at no cost to Contractor.

61. **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. A grant agreement executed May 14, 2014 between Boulder County and the State of Colorado acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management, Public Assistance FEMA-DR-4145-CO;

14-L4145-033, amended September 19, 2014 with Form 1 - #6 to include Project Worksheet (PW) 01188 Fencing Repair to reimburse 75% of eligible expenses. In addition, State of Colorado Division of Homeland Security and Emergency Management, agreement CMS 66396 to reimburse 12.5% of eligible expenses.

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.

62. Audits: Contractor understands that Contract's fiscal affairs are subject to audit. If costs are disallowed, the proportion of State and Federal funds disallowed must be returned to County.

63. Equal Opportunity Employer: 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.

64. Contract Work Hours and Safety Standards Act: Contractor agrees to comply, and to require its subcontractors to comply, with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5).

65. Environmental Compliance: Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329). Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan.

66. Inspections: Throughout the term of this Contract, including upon completion of the Work, Contractor shall permit representatives of County, District, Boulder County Collaborative partners, and the State of Colorado to make periodic inspections of the Work. Such inspections shall cover the condition of the Work, operating records, maintenance records, and financial records.

67. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): As amended. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

68. “Anti-Kickback” Act: Contractor agrees to comply, and to require its subcontractors to comply, with the Copeland “Anti- Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

69. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member or Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

[

[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:	