



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: 7300-22

RFP Title: **HEIL VALLEY RANCH TRAIL BRIDGES
ENGINEERING/DESIGN SERVICES**

Mandatory Pre-Proposal Meeting:
Location: JANUARY 18, 2022 – 10:00 a.m.
868 Left Hand Drive, Boulder, Colorado

RFP Questions Due: JANUARY 20, 2022 – 2:00 p.m.

Submittal Due Date: **FEBRUARY 1, 2022 – 2:00 P.M.**

Email Address: purchasing@bouldercounty.org

Documents included in this package: Proposal Instructions
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Submittal Checklist
Evaluation Criteria
Sustainability Questionnaire
Signature Page
Attachment A: Pre-Proposal Location Map
Attachment B: Existing Plans
Attachment C: Bridge Designs
Attachment D: Purchase Order Terms
Attachment E: Sample Contract



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is seeking proposals for engineering/design services for two (2) trail bridges located on the Heil Valley Ranch Open Space Property. The bridges are replacements for the trail bridges that were destroyed in the 2020 Calwood Fire. The bridges provide access to the trail system crossing over Plumley Creek. The bridge sites are located at Heil Valley Ranch main trailhead, 1188 Geer Canyon Drive north of Boulder, Colorado.

The two (2) bridges destroyed in the fire were:

1. an eight (8) foot wide by forty-one (41) foot long and
2. a four (4) foot wide by forty-seven (47) foot long

The new bridges shall be engineered to support the weight of equestrians, pedestrians, bicyclists, and light utility vehicles. The dimensions for the new bridges may change to due to new locations.

Services include, but are not limited to utilizing the existing data to develop hydraulic models of the existing and potential bridge locations, providing a recommendation for bridge locations, perform geotechnical investigations, topographic mapping of the bridge sites, evaluate bank stability utilizing standard engineering methodology, provide bridge and abutment (if not using the existing abutments) designs, coordinate with Boulder County Public Works Roadways Engineering Division to ensure the bridges meet Section 1004.6 of Design Standards for Pedestrian Bridges of the Boulder County Storm Drainage Criteria Manual, and construction documents.

The entire project area is located within Boulder County's open space lands. BCPOS staff will manage the construction of the bridges.

Additionally, BCPOS has post-fire hydrologic data and surveys that will be shared with the successful proposer. The successful proposer will have forty-five (45) calendar days, after the execution of the contract and the Notice to Proceed, to complete the project. Boulder County

would like to have the design and construction documents for this project completed in order to have the bridges constructed in April 2022.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning. Work will not commence until the County has issued a Notice to Proceed to the selected Contractor.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this RFP.

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

PAYMENT FOR SERVICES:

The selected Contractor will be paid upon completion of the Project once deliverables are inspected and approved by the County.

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.

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

PRE-PROPOSAL MEETING:

A Mandatory Pre-proposal meeting is scheduled, starting promptly at **10:00 a.m. on Tuesday, January 18, 2022**. Interested Parties are asked to meet at the entrance to Heil Valley Ranch located at 868 Left Hand Drive, north of Boulder, Colorado. The meeting is expected to last one (1) hour.

Proposals from contractors not represented at the mandatory, pre-proposal meeting, and site visit will not be accepted.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Pre-proposal Meeting Location Map
2. Attachment B: Existing Bridge and Abutment Plans
3. Attachment C: BCPOS Bridge Designs
4. Attachment D: Purchase Order Terms
5. Attachment E: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **JANUARY 20, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **JANUARY 25, 2022**.

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

SUBMITTAL INSTRUCTIONS:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on FEBRUARY 1, 2022**.

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

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

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

Email purchasing@bouldercounty.org; identified as **RFP # 7300-22** in the subject line.

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

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

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 County

[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.

Americans with Disabilities Act (ADA):

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



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TERMS AND CONDITIONS

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

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal or resulting contract will be clearly stated in the proposal and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal are not considered confidential.

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

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

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Engineer's Responsibilities:

The Scope of Services includes the following major phases of the work with specific items and conditions:

- A. **Project Set-Up and Coordination**
The Contractor should expect to attend, at a minimum, a kick-off meeting, one design review meeting, and one coordinated site visit.

- B. **Topographic and Ditch Mapping**
The Contractor will recommend the limits and extents of the topographic mapping along Plumely Creek needed to develop the bridge designs. Topographic mapping shall include 1-foot contour intervals, and shall indicate edge of waterway, large trees, top and toe of slopes, and all existing surface structures. The Contractor shall set control points at each bridge location and indicate these points on the survey.

- C. **Design Reports**
The following studies and reports are included in the deliverable products for this project.
 - 1. **Geotechnical Investigations and Report:** This work includes the collection and evaluation of subsurface data and development of structure foundation recommendations. Collection of data will include a minimum of two test borings at each proposed bridge site. The findings will be provided in a geotechnical report. The report will address the required items pertaining to the design of the abutments and wing walls, and trail approach. Before any testing can occur, the Contractor shall coordinate with BCPOS for access to the subject property.

 - 2. **Hydraulic Report:** Prepare a report addressing the hydraulic conditions along the ditch at the proposed bridge locations this report shall include calculations and sketches of proposed elevations and drainage plans. Additionally, the proposed bridge designs

shall meet Section 1004.6 Design Standards for Pedestrian Bridges of the Boulder County Storm Drainage Criteria Manual.

Deliver two bound copies of each report to Boulder County, signed and stamped by a Professional Engineer registered in the State of Colorado.

D. General Plan Development Requirements

Design Criteria:

1. The plan development for the project shall conform to previous bridge designs for Boulder County Parks and Open Space (Attachment B).
2. Bridge spans and locations and anchoring methods shall be selected based upon a quantitative erosion potential analysis.

E. Preliminary Design Phase

A set of construction documents shall be submitted at approximately 60% of design completion. Prepare all engineering and construction documents including, but not limited to grading plans, site layout plans, erosion control plans, elevations, sections, technical construction specifications, and any other work necessary to describe and illustrate the size, character and quality of the entire project in its essentials as to kinds of material, type of structures, and other such work as may be required to successfully complete the design and construction of the project.

Deliver two (2) copies plus one unstapled, reproducible set of half-size plan sheets of the 60% plan sheets to the County for review.

F. Final Design Phase

Following the approval by Boulder County of the preliminary design documents, the Contractor will prepare 90% construction documents, including plans, specifications, and cost estimates for a final review. The 90% documents shall contain the finalized sheets described in design development phase and additional sheets needed to construct the project.

Submit four (4) copies plus one unbound, reproducible set of half-size plan sheets of the 90% plan sheets and the final technical specifications for review. Once the final plans and specifications have been reviewed and revised, they will become the Construction Documents.

G. Construction Documents

The Engineer will provide the following final construction documents and documentation:

1. One full-size set of final plans (24"x36") as original drawing plans, with each page stamped and signed by a Professional Engineer licensed in the State of Colorado.
2. Two unbound copies of half-size (11"x17") final plans of the final construction documents (100%-Construction).

3. Two unbound copies of project construction specifications that address all final review comments. Do not bind any of the plans or specifications unless requested, so that they may be reproduced for the Contractor.
4. Also provide a USB flash drive containing electronic copies of final construction plans and specifications, both in AutoCAD and in Adobe.pdf format. AutoCAD files shall be interactive files, not "read only."

H. General Requirements

Additional Services: include any additional services (including drones) necessary to complete both the design and construction document portions of this project. Please detail those services and consider it a part of this Scope of Services.

Fee Schedule: include your firm's hourly fee schedule for additional services that may be required beyond the current scope.

BCPOS Responsibilities:

Throughout the progress of the work on the project, BCPOS shall:

- A. Notify the Contractor in writing to proceed with the work described herein and designate a person to act as the BCPOS representative with respect to the services related to this project.
- B. Arrange for access to and make all provisions for the Contractor to enter upon the property as required for the performance of his or her work.
- C. Provide all post-fire hydrologic studies, analysis and reports and survey data related to the project.
- D. BCPOS will assist the Contractor by placing at his or her disposal all available information pertinent to the project site including drawings, maps, aerial photos and other data which may be useful to the Engineer in the preparation of the project.
- E. BCPOS will pay any and all permit and approval fees that may be required.
- F. BCPOS will administer the public bidding process for selecting a bridge construction contractor.

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 successful proposer will have forty-five (45) calendar days, after the execution of the contract and the Notice to Proceed, to complete the project.

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 between the selected Contractor and the designated County representative. Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

OWNERSHIP OF WORK PRODUCT:

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

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

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



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Automobile Liability \$1,000,000 Each Accident
 *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

Professional Liability or Errors and Omissions
 \$1,000,000 Per Loss
 \$1,000,000 Aggregate
 Coverage maintained or extended discovery period for 2 years

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

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

W-9 REQUIREMENT:

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



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SUBMITTAL CHECKLIST

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

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

INCLUDED	ITEM
	Name and Address of contractor/Organization
	Telephone and Email address
	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 The proposal is required to include the contractor name, name and title of individual proposing the bid and current date.
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three (3) references for similar projects your firm has completed within the last three (3) years and contact information
	Sustainability Questionnaire
	Insurance Certificate – Proof of Insurance - SAMPLE
	Copies of Professional certifications and/or license - IF APPLICABLE
	W-9 from current year
	Signature Page
	Addendum Acknowledgement(s) – IF APPLICABLE



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EVALUATION CRITERIA

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

- A. Information presented in proposal/Project approach
- B. Ability of the contractor to provide quality and timely products and services
- C. Qualifications and experience of the contractor
- D. Past project experience and reference checks/Interview
- E. Total cost –or- Proposed pricing
- F. Familiarity and experience working with BCPOS
- G. Any other relevant and appropriate factors as determined by the county

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

Description	Points
Information presented in proposal/Project approach	25
Ability of the contractor to provide quality and timely products and services	20
Qualifications and experience of the contractor	20
Past project experience and reference checks/Interview	10
Total cost –or- Proposed pricing	10
Familiarity and experience working with BCPOS	10
Any other relevant and appropriate factors as determined by the county	5
Total Possible	100



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SUSTAINABILITY QUESTIONNAIRE

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

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

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

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

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.

- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

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

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

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

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

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

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

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

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

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

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

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

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

Provide Sustainability Policy Statement:

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

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

- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

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

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

Provide certification:



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SIGNATURE PAGE

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

By signing below, I certify that:

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

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

Date

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



Heil Valley Ranch Abutment
Assessment Meeting Location
868 Lefthand Canyon Drive
Boulder, CO

Attachment A
Location Map
Not to Scale



Parks &
Open Space

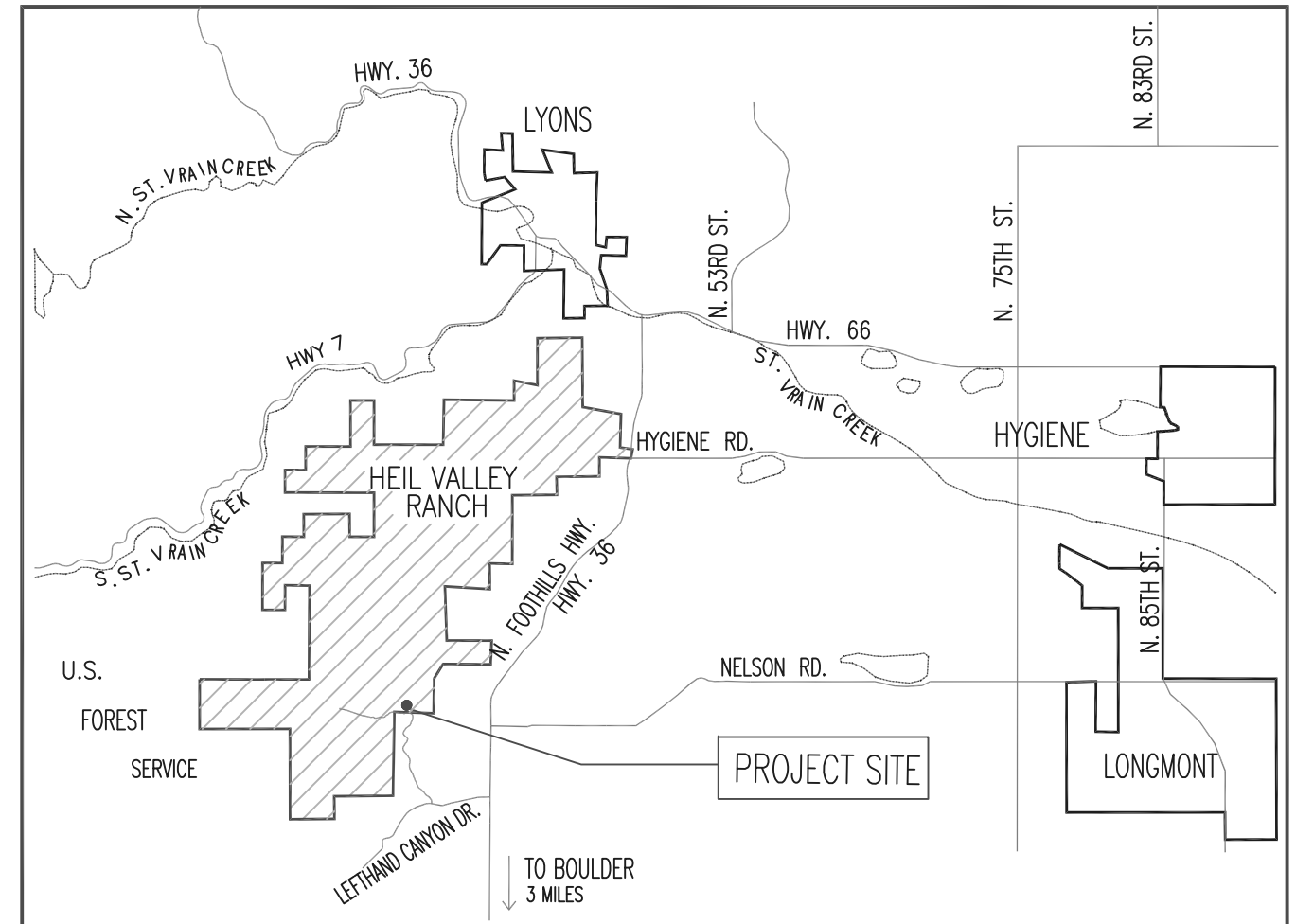


ATTACHMENT B

PARKS AND OPEN SPACE DEPARTMENT HEIL VALLEY RANCH BRIDGES BOULDER COUNTY, COLORADO

GENERAL NOTES

1. BUILDING CODE: THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE UNIFORM BUILDING CODE (1994 EDITION). ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS CODE AND BOULDER COUNTY, COLORADO REQUIREMENTS.
2. DESIGN LOADS:
 - A. LIVE LOAD: 60 PSF UNIFORM LOAD
2,000 LB. VEHICLE LOAD (500 LB. WHEEL LOAD)
 - B. WIND LOAD: 30 PSF
 - C. RAILING LOAD: 50 PLF
3. FOUNDATION DESIGN:
 - A. SPREAD FOOTINGS FOR ABUTMENTS HAVE BEEN DESIGNED FOR A MAXIMUM BEARING PRESSURE OF 2,000 PSF.
 - B. BEARING CAPACITY SHALL BE CONFIRMED BY A GEOTECHNICAL ENGINEER AT THE TIME OF CONSTRUCTION.
4. TIMBER: ALL TIMBER CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION, TIMBER CONSTRUCTION MANUAL (1994 EDITION). COORDINATE TREATED TIMBER COLOR WITH BOULDER COUNTY PRIOR TO CONSTRUCTION.
 - A. TIMBER PROPERTIES SHALL CONFORM TO THE FOLLOWING GRADING REQUIREMENTS OF THE WESTERN WOOD PRODUCTS ASSOCIATION FOR NO. 1 DOUGLAS FIR-LARCH:
 - 2x4 (ROUGH): Fb=1000, Fc(PERP)=625, E=1,700,000
 - 6x6 (ROUGH): Fb=1200, Fc(PERP)=625, E=1,600,000
 - 2x10 (S4S): Fb=1000, Fv=95, Fc(PERP)=625, E=1,700,000
 - 3x12 (S4S): Fb=1000, Fv=95, Fc(PERP)=625, E=1,700,000
 UNITS FOR THE ABOVE ALLOWABLE STRESSES ARE PSI. LEAD
 - B. LEAD HOLES PER AITC TABLE 6.23 (GROUP II SPECIES) SHALL BE PROVIDED FOR ALL LAG SCREW CONNECTIONS.
 - C. TIMBER FOR RAIL ASSEMBLIES SHALL BE TREATED WITH CHROMATED COPPER ARSENATE (CCA) (AWPA P5) IN TYPE C SOLVENT (AWPA P9) TO A MINIMUM RETENTION OF 0.40 PCF PER AWPA C2. TIMBER FOR 2x10 AND 3x12 FLOOR BOARDS SHALL BE TREATED WITH CCA IN TYPE C SOLVENT TO A MINIMUM RETENTION OF 0.40 PCF PER AWPA C2. ALL TIMBER SHALL BE TREATED AFTER COMPLETE FABRICATION.
5. GLUE LAMINATED TIMBER: GLULAM MANUFACTURE AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AITC A190.1, "STRUCTURAL GLUED LAMINATED TIMBER". ADHESIVES SHALL BE FOR WET USE CONDITIONS. LEAD HOLES PER AITC TABLE 7.19 (SPECIFIC GRAVITY 0.50 OR LESS) SHALL BE PROVIDED FOR ALL LAG SCREW CONNECTIONS.
 - A. GLULAM BEAMS: GLULAMS SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE STRESSES: Fb=2,400 PSI, Fv=165 PSI, E=1,800,000 PSI. GLULAM BEAMS SHALL BE PROVIDED WITH 5" TOTAL CAMBER (BRIDGE #1 RADIUS OF CURVATURE = 500.0', BRIDGE #2 RADIUS OF CURVATURE = 635.0'). TREAT GLULAM BEAM WITH PENTA (AWPA P8) IN TYPE C SOLVENT (AWPA P11) TO A MINIMUM OF 0.30 PCF PER AWPA C28.
 - B. GLULAM RAILS: RAILS SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE STRESSES AT BOTH THE TENSION AND COMPRESSION SIDES OF MEMBERS: Fb=1,600 psi, Fv=165 psi, E=1,600,000 PSI. RAILS SHALL BE CAMBERED ABOUT THEIR WEAK AXIS TO BE COMPATIBLE WITH CAMBER OF GIRDERS. TREAT GLULAM RAILS WITH PENTA (AWPA P8) IN TYPE C SOLVENT (AWPA P11) TO A MINIMUM RETENTION OF 0.30 PCF PER AWPA C28.
6. CONCRETE: CONCRETE CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN CONCRETE INSTITUTE. CONCRETE PROPERTIES SHALL BE AS FOLLOWS:
 - A. CONCRETE SHALL CONFORM TO CDOT CLASS B, WITH THE FOLLOWING MINIMUM PROPERTIES:
 - f'c = 3000 psi
 - SLUMP = 4" max.
 - ENTRAINED AIR = 5% to 8%
 - B. REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60.
 - C. REINFORCING SHALL BE PLACED WITH THE FOLLOWING MINIMUM COVER:
 - TOP AND SIDE OF WALLS --- 2"
 - BOTTOM OF FOOTINGS --- 3"
 - D. LAP SPLICES SHALL BE A MINIMUM OF 36 BAR DIAMETERS.
7. STRUCTURAL STEEL: STRUCTURAL STEEL SHALL CONFORM TO THE REQUIREMENTS OF AISC "MANUAL OF STEEL CONSTRUCTION" (NINTH EDITION) AND SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH AISC "CODE OF STANDARD PRACTICE FOR STEEL BRIDGES AND BUILDINGS".
 - A. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS:
 - ANGLES (L) --- A36
 - PLATE (PL) --- A36
 - BOLTS --- A325
 - LAG SCREWS --- A307
 - B. STEEL ANGLES AND BOLTS SHALL BE HOT DIP GALVANIZED WITH A MINIMUM OF 2.0 OZ./S.F. OF ZINC COATING CONFORMING TO THE REQUIREMENTS OF ASTM A123-84. GALVANIZED METAL SHALL BE FIELD-REPAIRED WHERE DAMAGED.
 - C. STRUCTURAL STEEL ANGLES AND PLATES SHALL BE COATED WITH 3.0 MIL THICK INORGANIC ZINC-RICH PRIMER CONFORMING TO THE REQUIREMENTS OF TABLE 1 OF SSPC SPECIFICATION NO. 20. THE VEHICLE OF THIS PRIMER SHALL BE SSPC-PAINT 20, TYPE 1-C. THE TOP COAT SHALL BE AN APPROVED, BLACK (FEDERAL COLOR NUMBER 27038), HIGH-BUILD POLYURETHANE ENAMEL WITH A MINIMUM DRY FILM THICKNESS OF 3.0 MILS. TO PREVENT BUBBLING, A MIST COAT SHALL BE APPLIED PRIOR TO APPLICATION OF THE TOP COAT. ALL APPLICATIONS SHALL BE PREPARED AND APPLIED ACCORDING TO SSPC-SP6 AND MANUFACTURER RECOMMENDATIONS.
8. EXISTING CONDITIONS: THESE PLANS HAVE BEEN PREPARED ACCORDING TO THE BEST AVAILABLE INFORMATION.

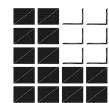


VICINITY MAP
NO SCALE

SECTION 12
TOWNSHIP 2N
RANGE 71W

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & GENERAL NOTES
2	PLAN & PROFILE SHEET
3	BRIDGE #1 CONSTRUCTION LAYOUT & ELEVATION
4	BRIDGE #1 RAIL DETAILS
5	MISCELLANEOUS DETAILS
6	BRIDGE #2 CONSTRUCTION LAYOUT & ELEVATION
7	BRIDGE #2 RAIL DETAILS



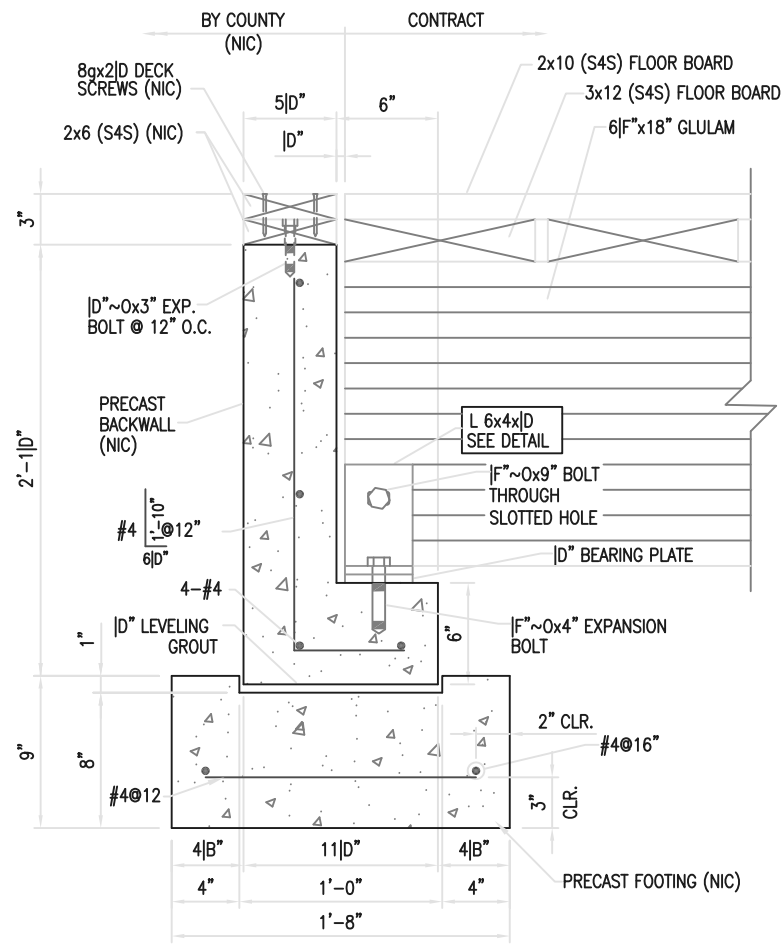
ENGINEERING
CONSULTANTS
BOULDER, COLORADO

LORIS AND ASSOCIATES, INC.

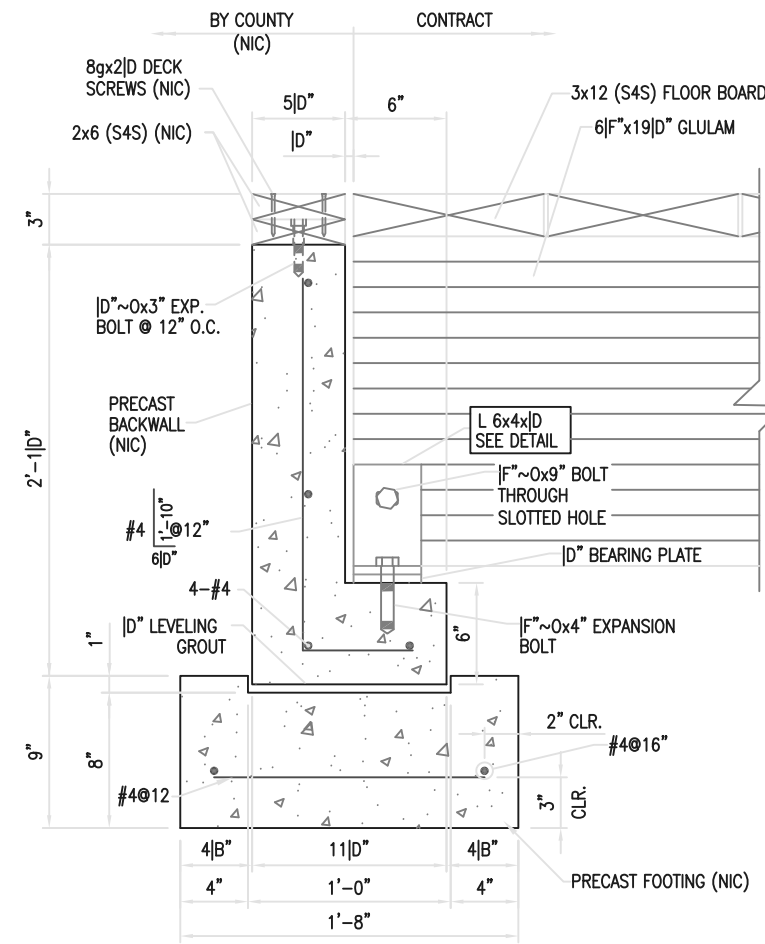


AUGUST 1998

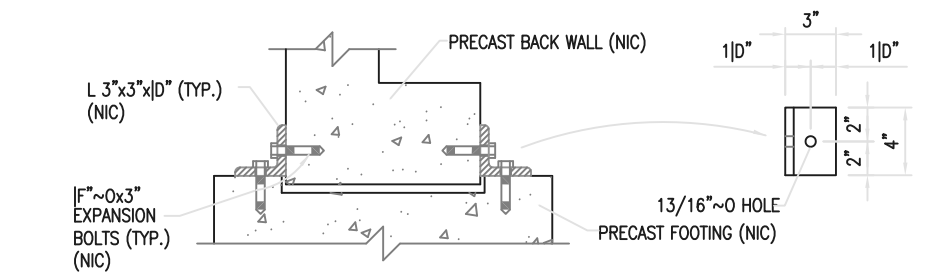
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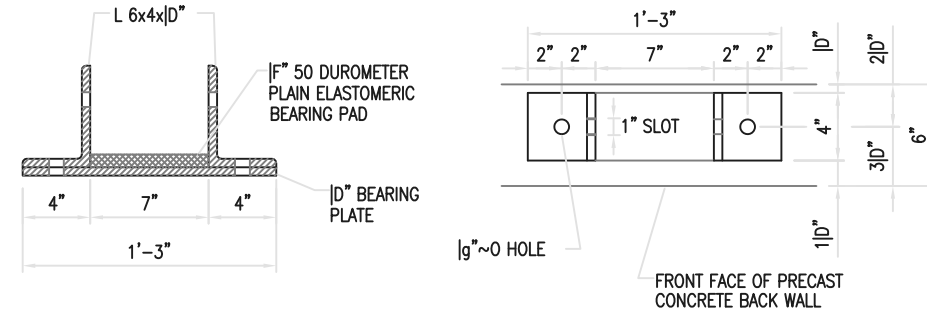
A
5
BRIDGE #1 TYPICAL SECTION @ GIRDER ~F
ORIGINAL SCALE: 2" = 1'-0"
~F SEE SHEET 3 FOR ABUTMENT LENGTH



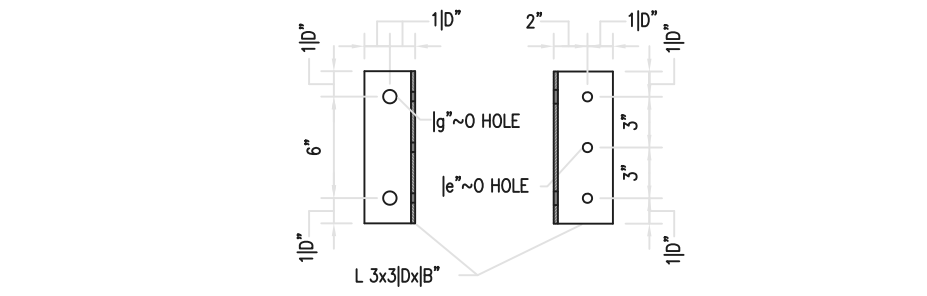
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BRIDGE #2 TYPICAL SECTION @ GIRDER ~F
ORIGINAL SCALE: 2" = 1'-0"
~F SEE SHEET 6 FOR ABUTMENT LENGTH



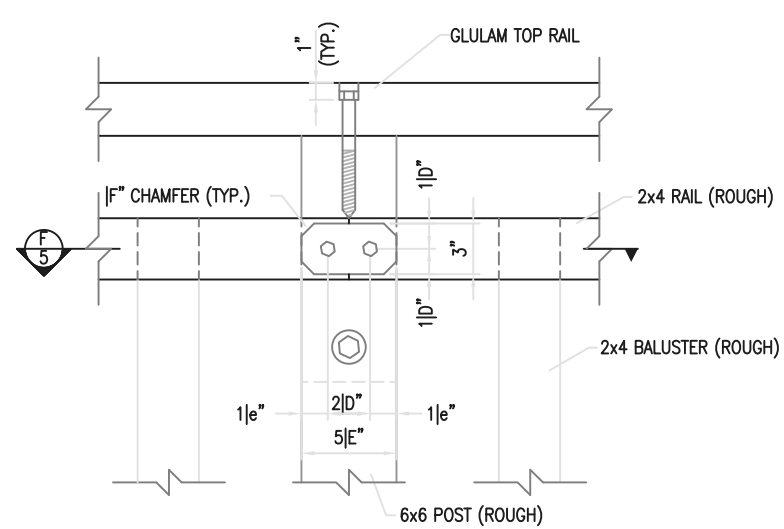
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TYPICAL FOOTING/BACKWALL CONNECTION DETAIL
ORIGINAL SCALE: 2" = 1'-0"



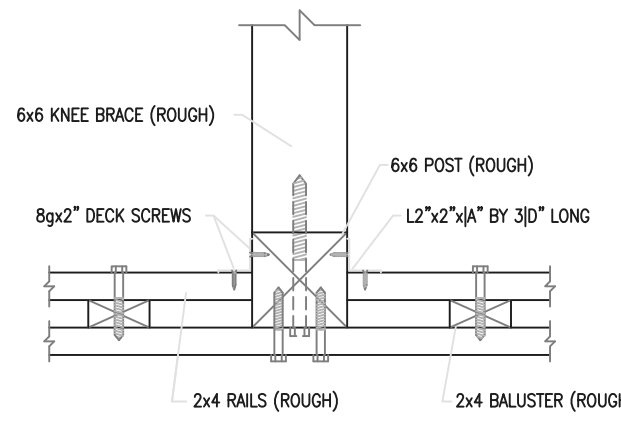
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5
TYPICAL BEARING SEAT DETAIL
ORIGINAL SCALE: 2" = 1'-0"



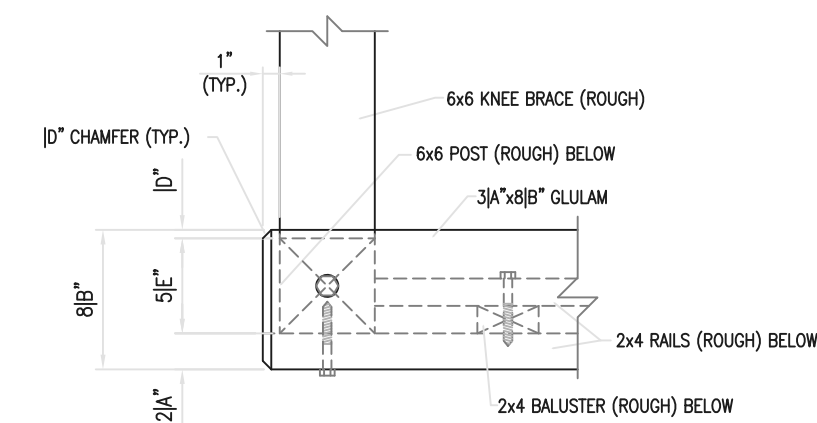
E
5
TYPICAL BRIDGING CONNECTION DETAIL
ORIGINAL SCALE: 2" = 1'-0"



F
5
DETAIL
ORIGINAL SCALE: 2" = 1'-0"



G
5
SECTION
ORIGINAL SCALE: 2" = 1'-0"

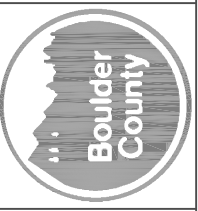


H
5
DETAIL
ORIGINAL SCALE: 2" = 1'-0"

PROJECT NO.	REVISIONS
98312	
DRAWN BY KSD	NO. DATE BY
DESIGNED BY KSD	
CHECKED BY	
APPROVED BY	

ENGINEERING CONSULTANTS
BOULDER, COLORADO
LORIS AND ASSOCIATES, INC.

PARKS AND OPEN SPACE DEPARTMENT
HEIL VALLEY RANCH
BOULDER COUNTY, COLORADO



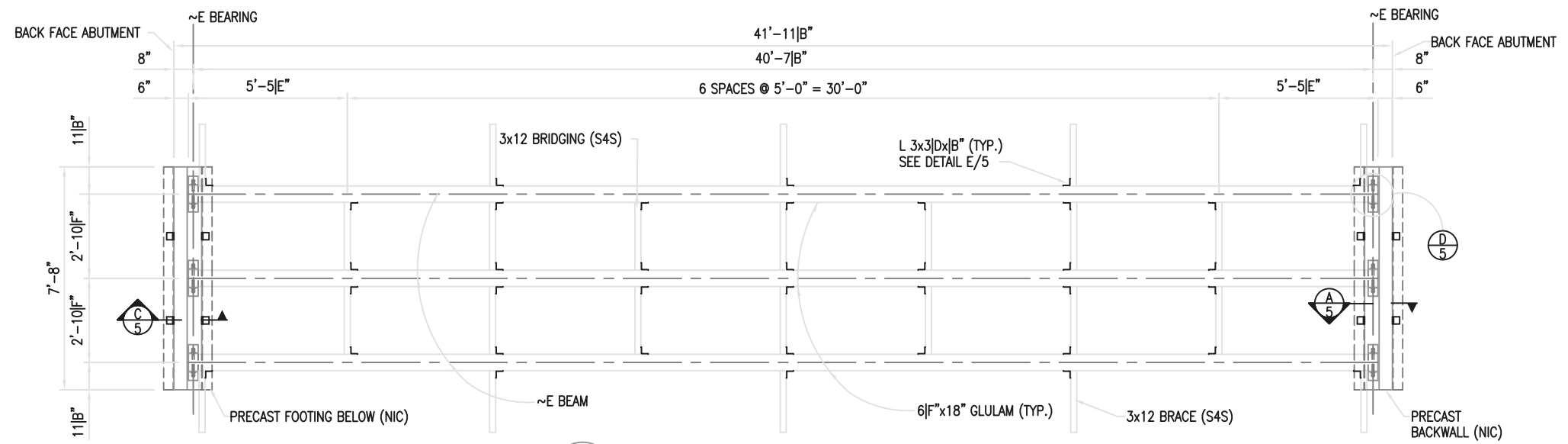
DATE:
8-26-98

MISCELLANEOUS DETAILS

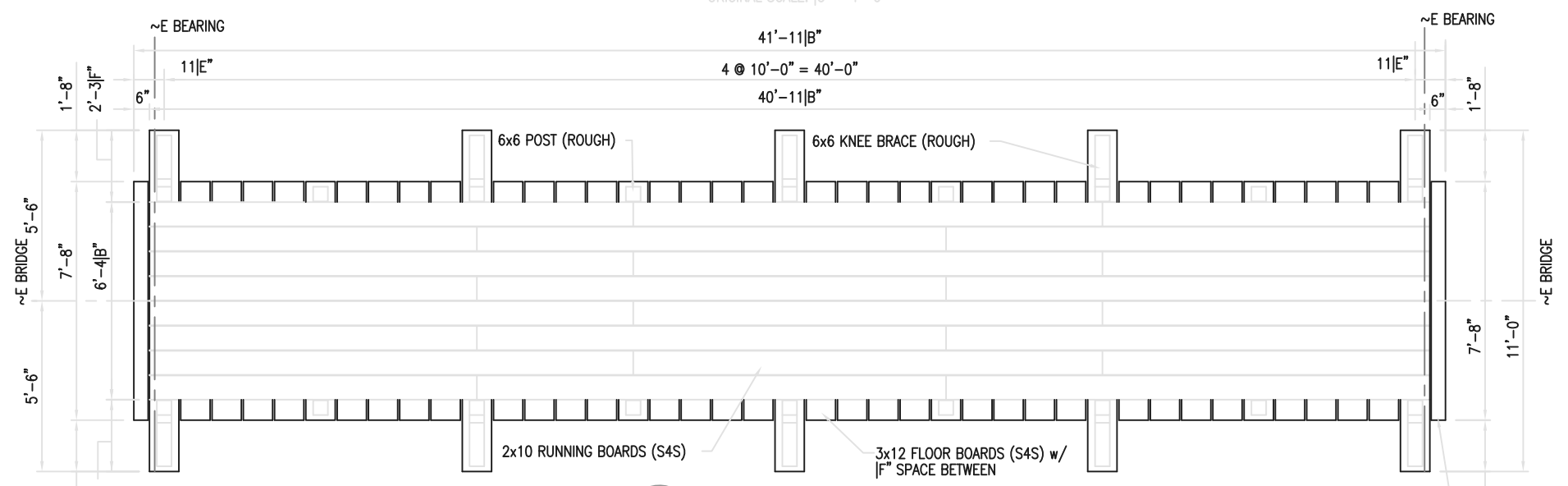
SHEET NO.
5 OF 7

NAME: 98312-(UD)-MISCELLANEOUS DETAILS.DWG

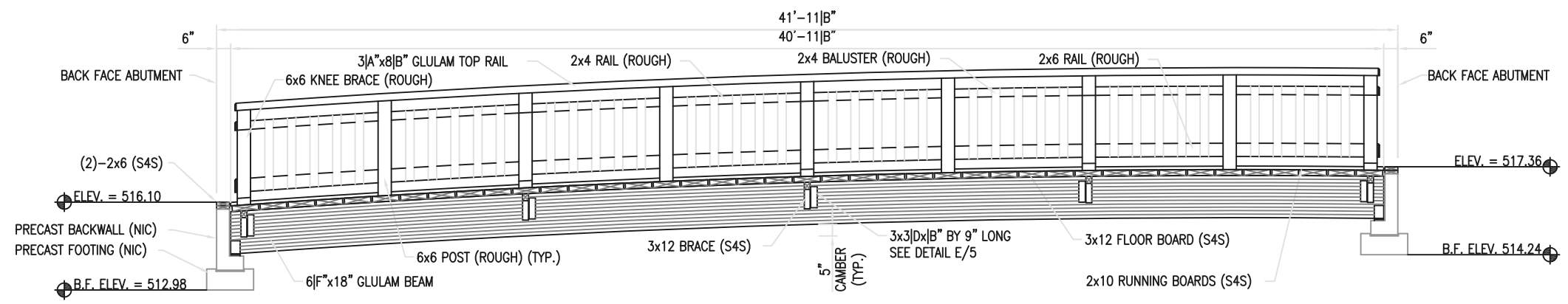
NAME: 98312-(03)-BRIDGE #1 CONSTRUCTION LAYOUT & ELEVATION.DWG



A ABUTMENT & GIRDER LAYOUT
3 ORIGINAL SCALE: 1/4" = 1'-0"



B DECK LAYOUT
3 ORIGINAL SCALE: 1/4" = 1'-0"



C ELEVATION
3 ORIGINAL SCALE: 1/4" = 1'-0"

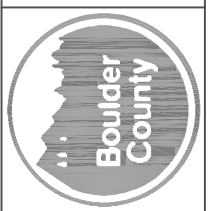
LEGEND:
TYP. = TYPICAL
NIC = NOT IN CONTRACT

NOTES:
1. SEE RAIL DETAIL SHEET FOR ALL RAIL CONNECTIONS
2. SEE PLAN & PROFILE SHEET FOR BRIDGE LOCATION
3. ELEVATIONS SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN, ALL ELEVATIONS AND DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PROJECT NO.	REVISIONS
98312	
DRAWN BY	KSD NO. DATE BY
DESIGNED BY	KSD
CHECKED BY	
APPROVED BY	

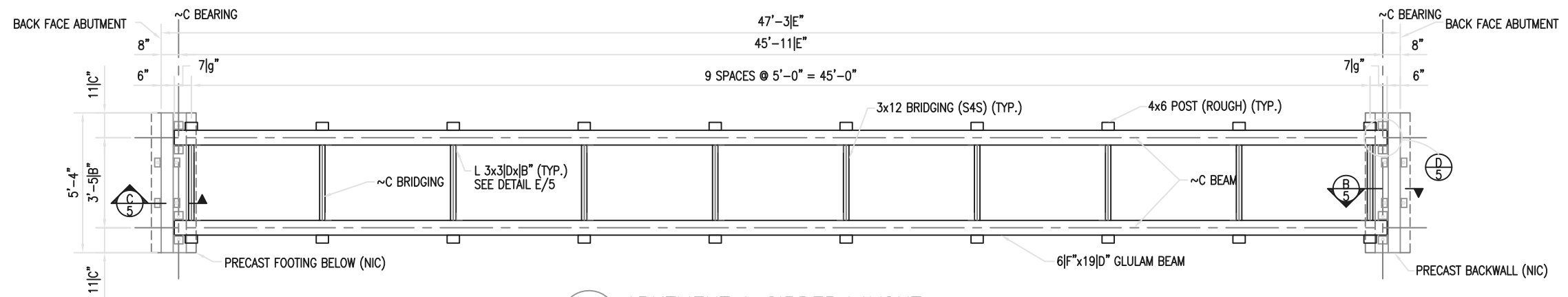
ENGINEERING CONSULTANTS
BOULDER, COLORADO
LORIS AND ASSOCIATES, INC.

PARKS AND OPEN SPACE DEPARTMENT
HEIL VALLEY RANCH
BOULDER COUNTY, COLORADO

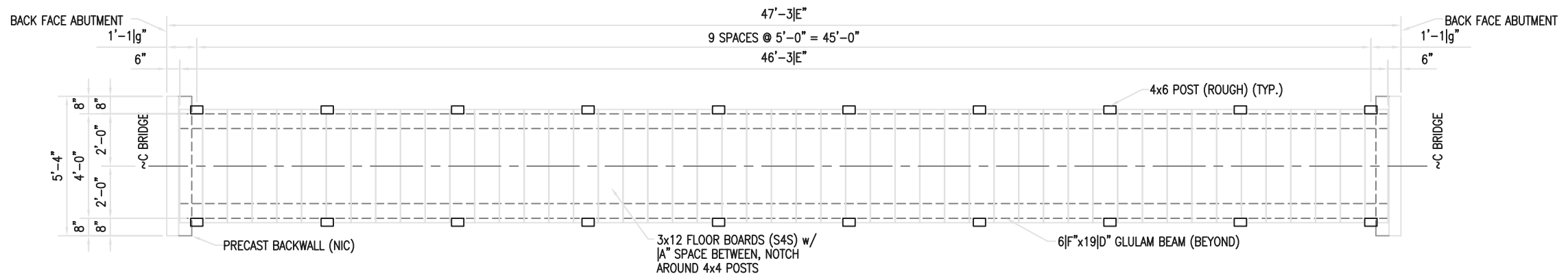


DATE:
8-26-98
BRIDGE #1
CONSTRUCTION
LAYOUT &
ELEVATION

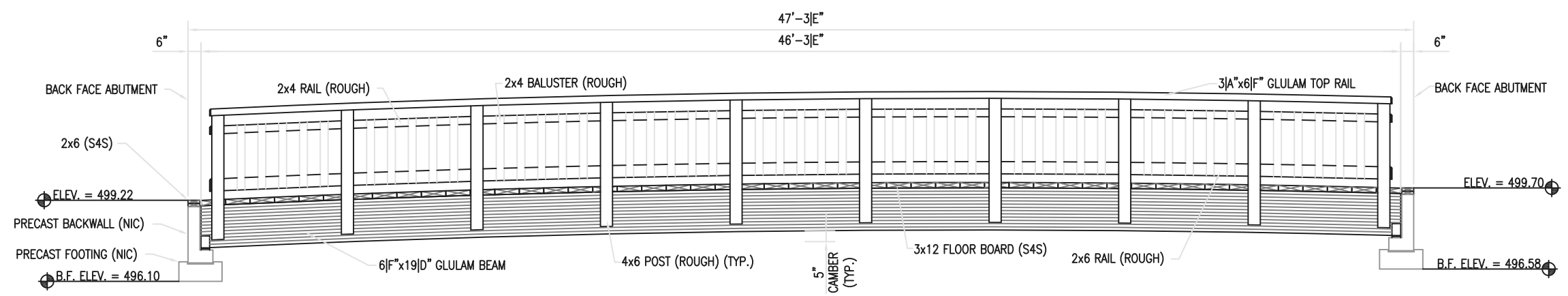
SHEET NO.
3 OF 7



A
6
ABUTMENT & GIRDER LAYOUT
ORIGINAL SCALE: 1/8" = 1'-0"



B
6
DECK LAYOUT
ORIGINAL SCALE: 1/8" = 1'-0"



C
6
ELEVATION
ORIGINAL SCALE: 1/8" = 1'-0"

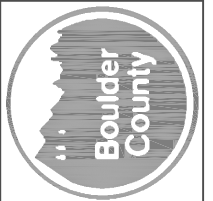
LEGEND:
TYP. = TYPICAL
NIC = NOT IN CONTRACT

NOTES:
1. SEE RAIL DETAIL SHEET FOR ALL RAIL CONNECTIONS
2. SEE PLAN & PROFILE SHEET FOR BRIDGE LOCATION
3. ELEVATIONS SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN, ALL ELEVATIONS AND DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PROJECT NO.	REVISIONS
98312	
DRAWN BY	KSD
DESIGNED BY	KSD
CHECKED BY	
APPROVED BY	

ENGINEERING CONSULTANTS
CORPORATION, COLORADO
LORIS AND ASSOCIATES, INC.

PARKS AND OPEN SPACE DEPARTMENT
HEIL VALLEY RANCH
BOULDER COUNTY, COLORADO

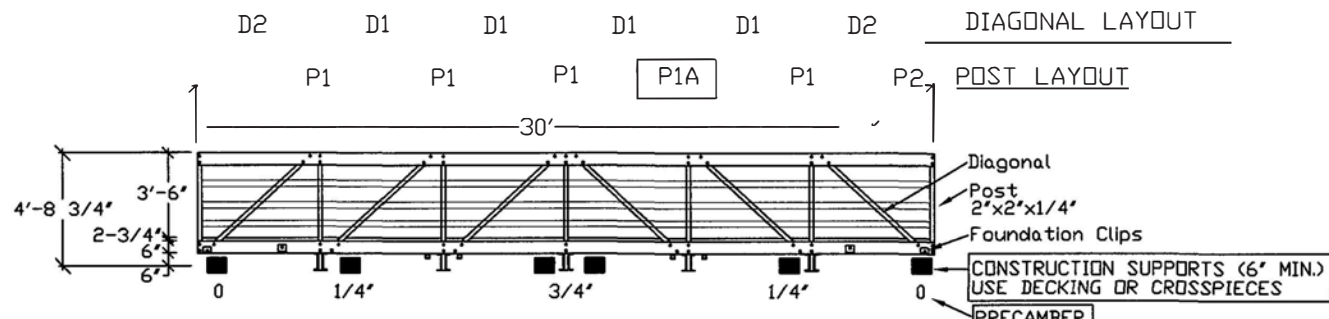


DATE:
8-26-98
BRIDGE #2
CONSTRUCTION LAYOUT & ELEVATION

SHEET NO.
6 OF 7

NAME: 98312-(06)-BRIDGE #2 CONSTRUCTION LAYOUT & ELEVATION.DWG

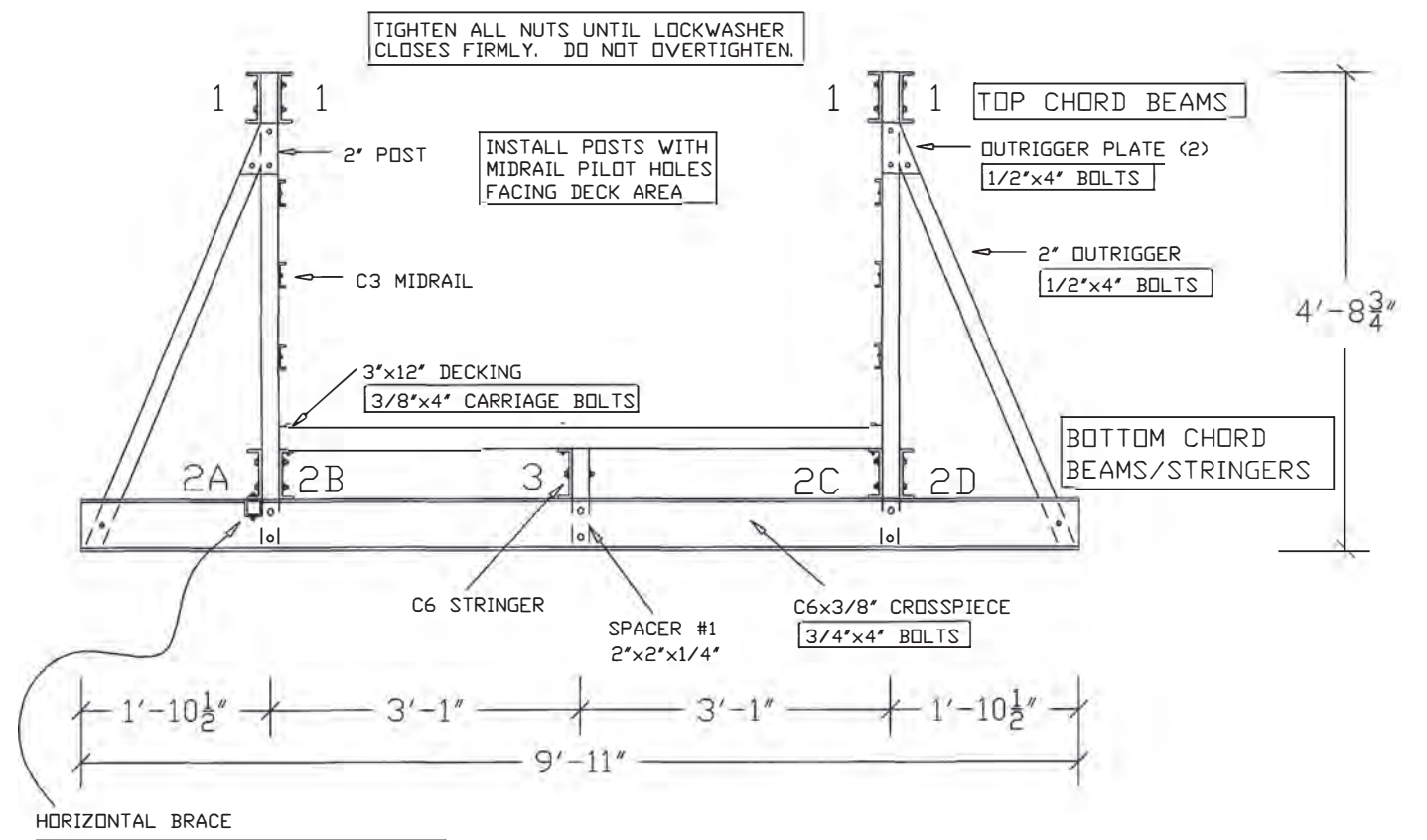
Attachment C



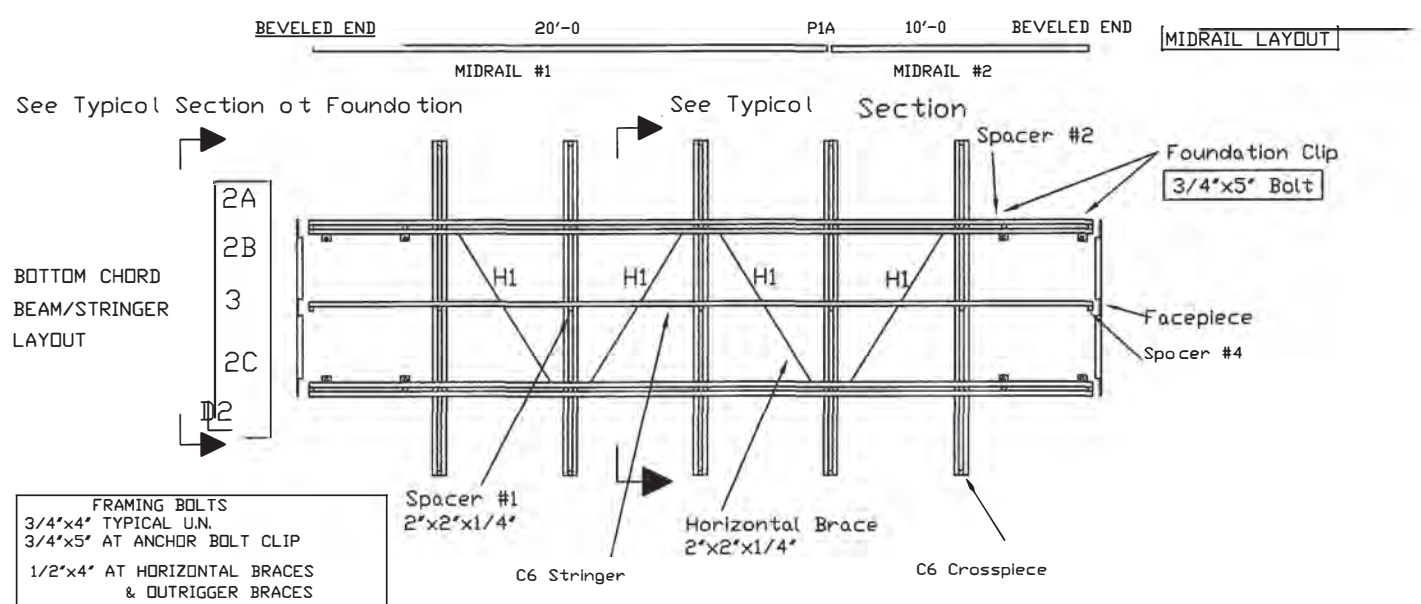
Truss must be precambered before diagonals can be installed. Construction precamber is 1/4" per foot. Place supports as shown. Assemble bottom chord beams by installing all posts with midrail holes toward deck. Level bottom chords. Shim under bottom chords as shown to precamber. Install diagonals to bottom chords. Install top chords to posts. Use drift pins to align top chord. Diagonal holes and install bolts. TIGHTEN ALL BOLTS.

ASSEMBLY SUMMARY FOR TRUSSES BUILT ADJACENT TO SITE.
CARRY ACROSS BRACE ROTATE C BRACE FLAT, UPRIGHT, UNTIL END CROSSPIECES ARE INSTALLED.

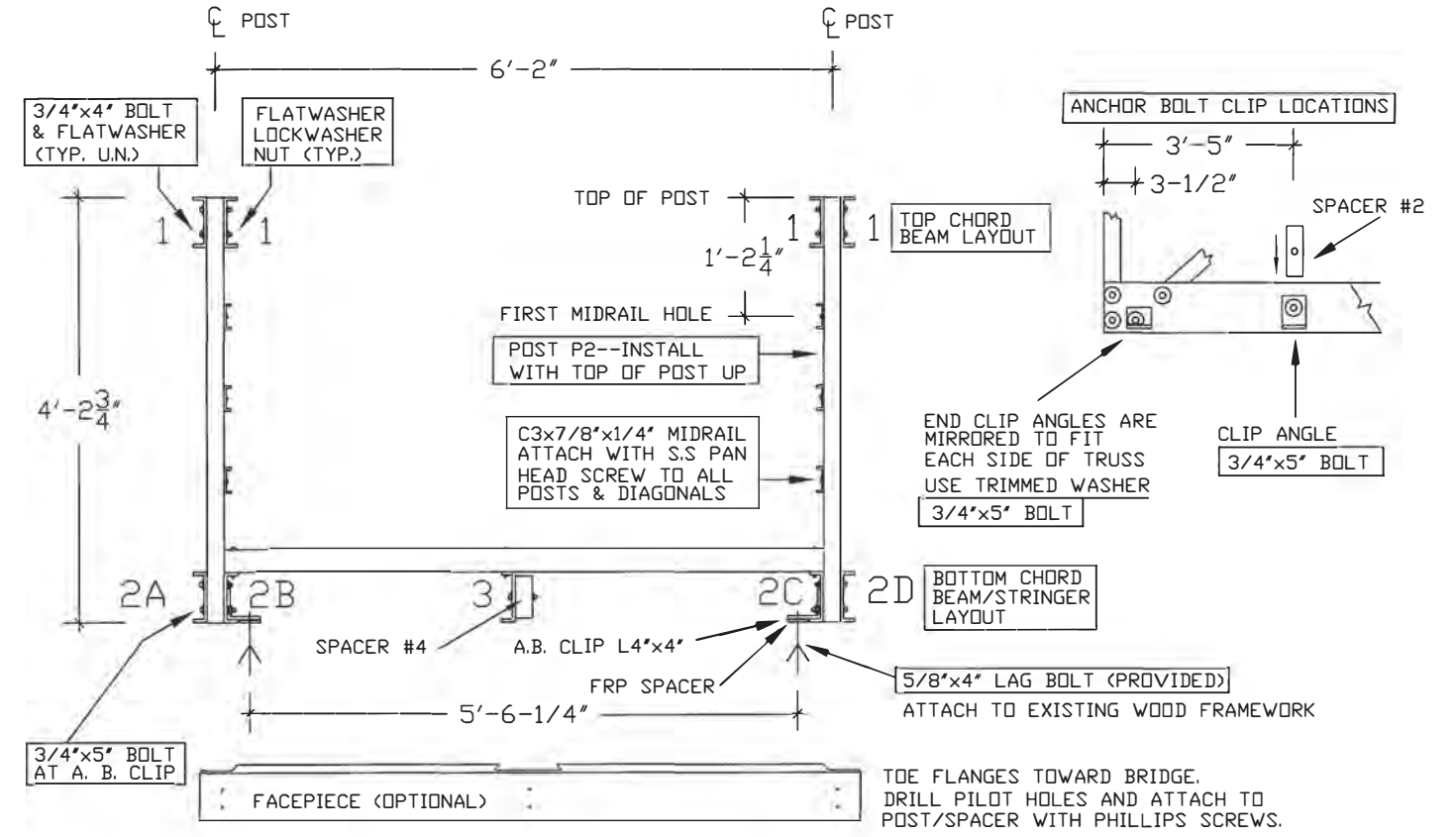
ELEVATION



TYPICAL SECTION

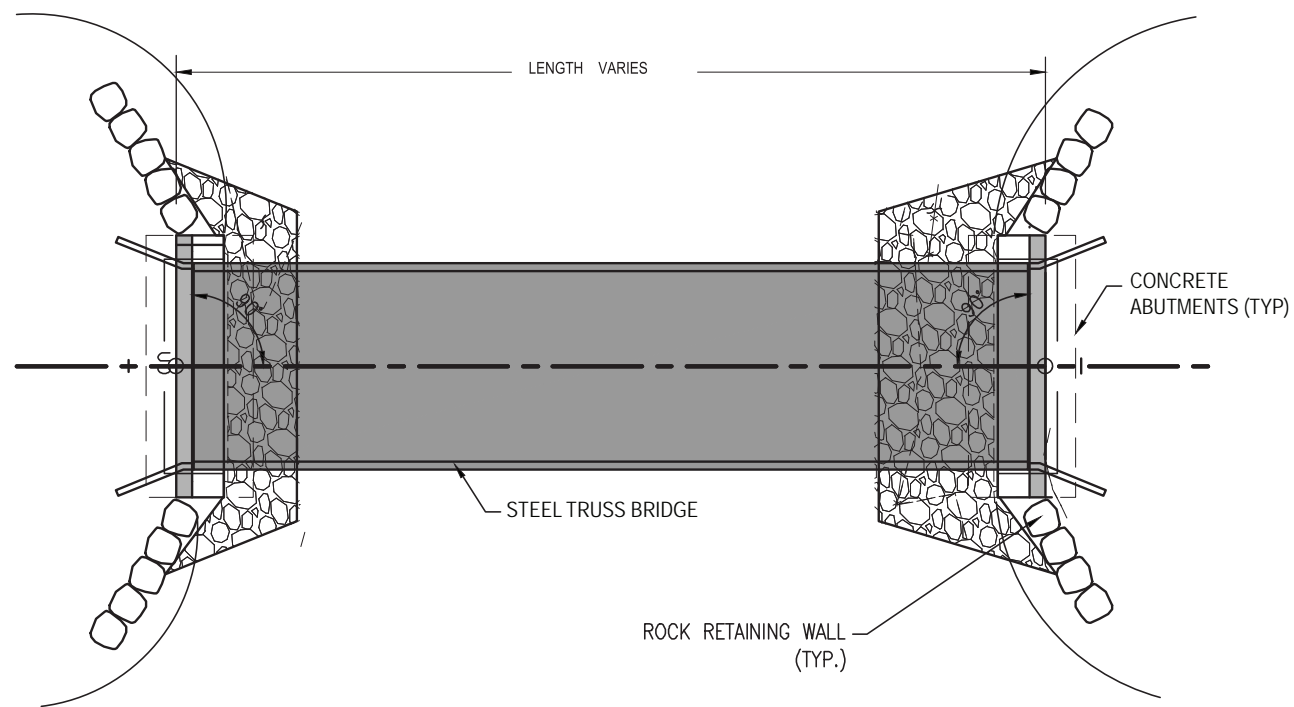


PLAN

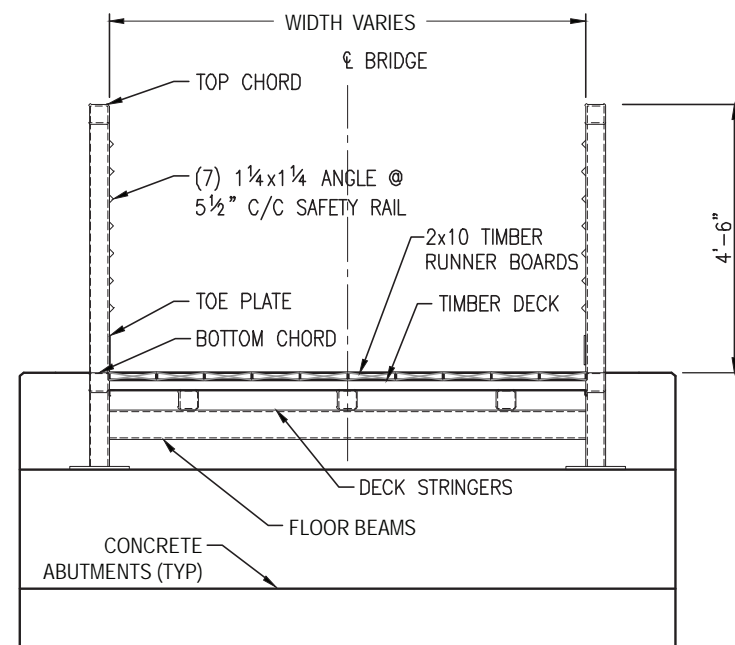


TYPICAL SECTION AT FOUNDATION

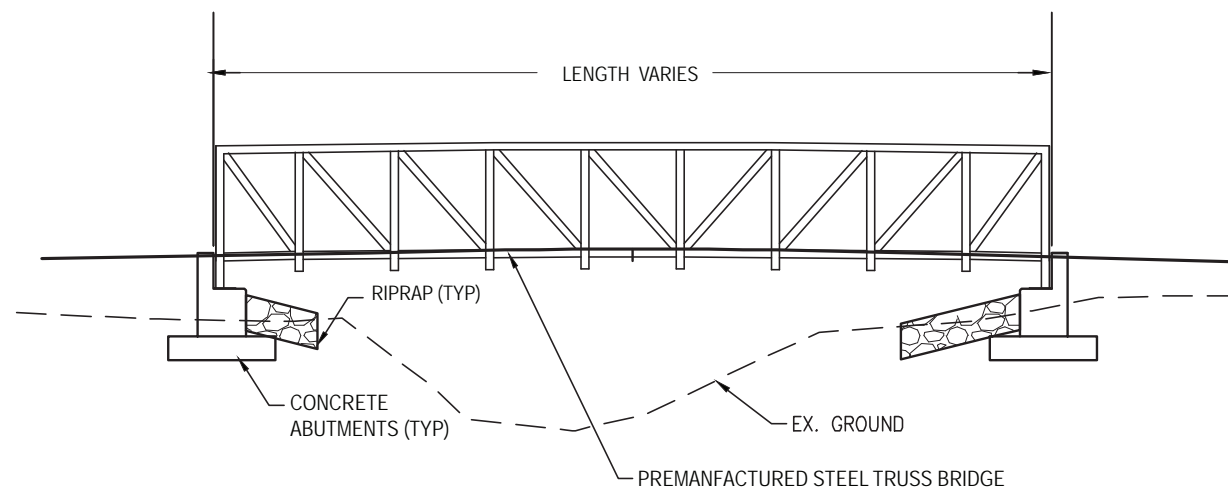
BRIDGE - FIBER REINFORCED POLYMER (FRP)



PLAN



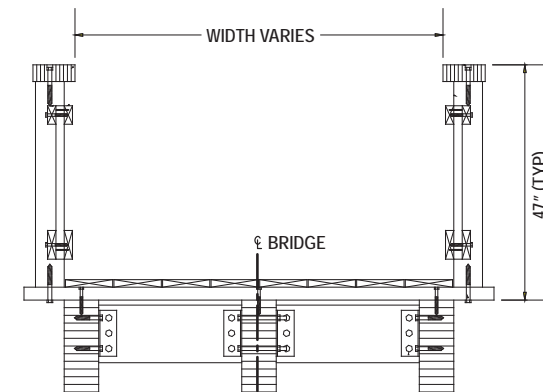
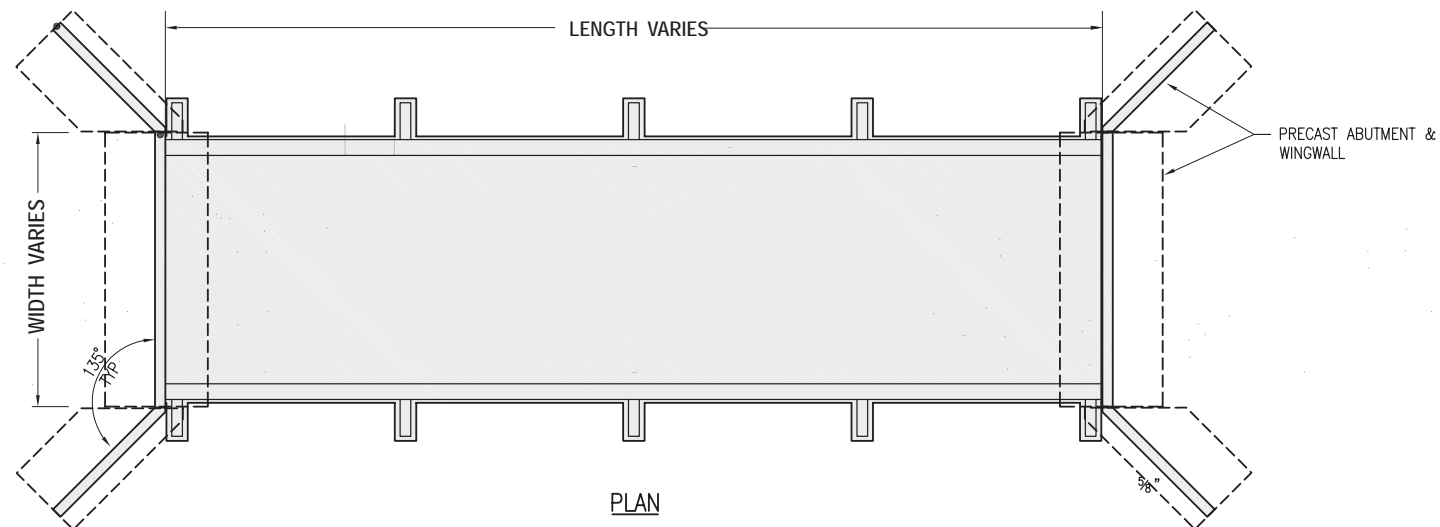
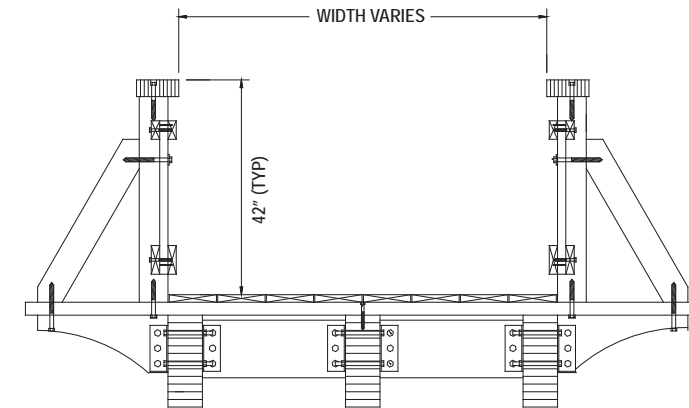
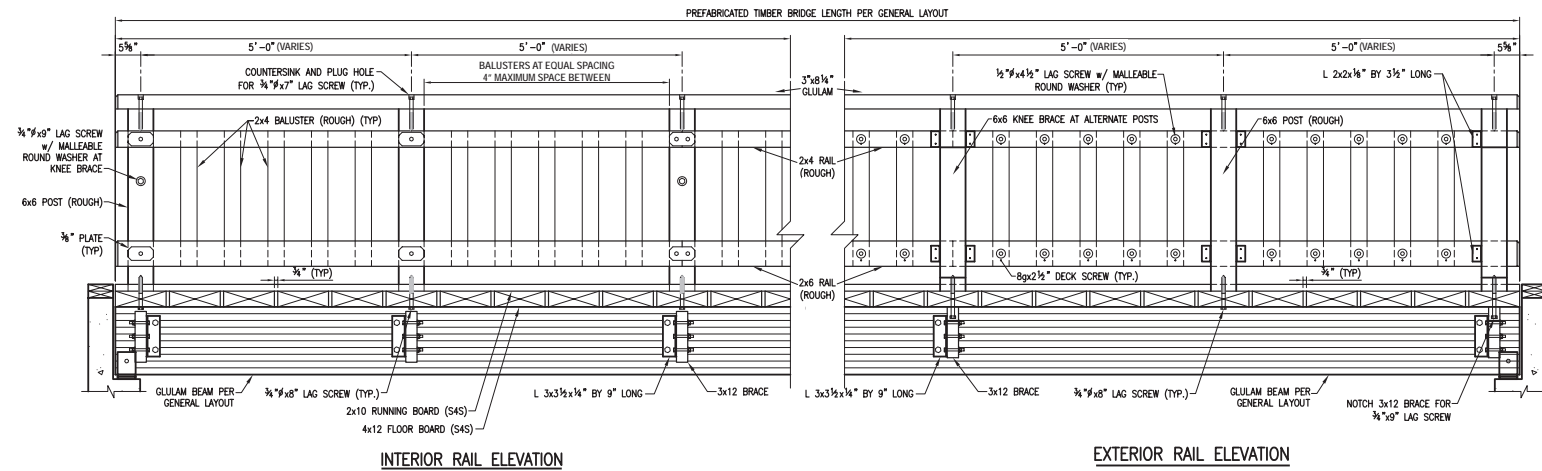
SECTION



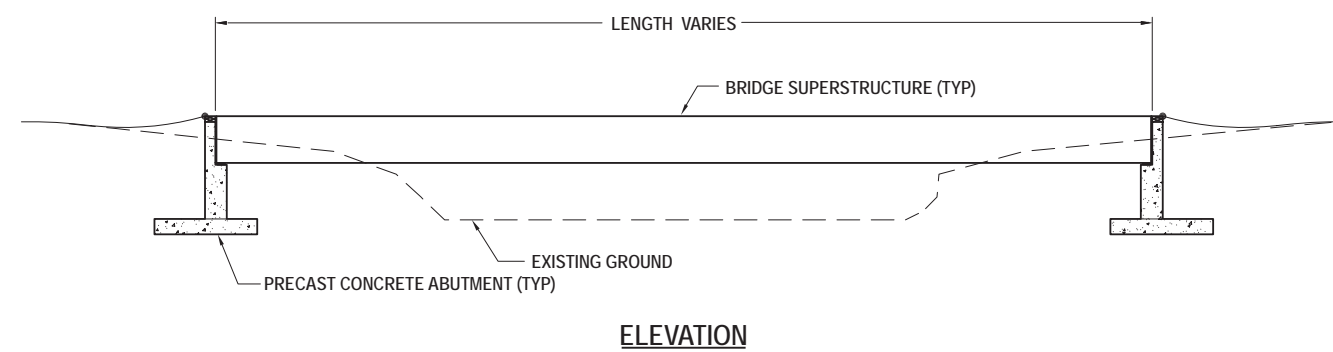
ELEVATION

PREMANUFACTURED BRIDGE - STEEL

SCALE: NOT TO SCALE



TYPICAL SECTIONS



PREMANUFACTURED BRIDGE - TIMBER

ATTACHMENT D
TERMS AND CONDITIONS

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS

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

ATTACHMENT E Sample Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	TBD
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	PARKS AND OPEN SPACE
Division/Program	Resource Planning Project Management and 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>	
Project Contact – <i>Name, email and cell phone</i>	
Main Office Telephone Number	303-678-6200
Invoice Contact – <i>Name, email</i>	pospayables@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	TBD NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	TBD
Contract Amount	
Contract Amount	TBD
Fixed Price or Not-to-Exceed?	Choose an item.
Brief Description of Work	

Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents")	
b. Contractor's proposal in response to the Bid Documents (the "Proposal")	
c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work")	
d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – County Internal Use Only	
Grant funded?	Yes or No
Bid Number	RFP#
Award Date	
If no Bid No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	
Contract Notes	
<i>Additional information not included above</i>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks and Open Space Department ("County") and [Supplier-TBD] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. Notwithstanding, Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. As specified in BID# XXXX-XX, Contractor shall have XXXX) calendar days to complete the Work, unless this Contract is terminated earlier or the County grants Contractor a written extension in accordance with paragraph 6 or 7. In no event shall Work be performed outside the **Contract Term**. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month 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 does 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.

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.

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 ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as 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: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. 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. 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.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, 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.

44. *[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.

45. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. 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.

iv. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

[Signature Page to Follow]

SAMPLE

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:			

ATTACHMENT E; SAMPLE CONTRACT

RFP; HEIL VALLEY RANCH TRAIL BRIDGES ENGINEERING/DESIGN SERVICES