



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

**SOLICITATION OF QUALIFICATIONS**  
**COVER PAGE**

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SOQ Number:	<b>7313-22</b>
SOQ Title:	<b>Continuing Services for the Boulder County Public Works Department</b>
SOQ Written inquires Due:	March 18 <sup>th</sup> , 2022 – 2:00 p.m.
SOQ Answers posted:	April 4 <sup>th</sup> , 2022 – End of Business Day
Submittal Due Date:	<b>April 15<sup>th</sup>, 2022 – 2:00 p.m.</b>
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Submittal Section Insurance Requirements Evaluation Criteria Signature Page Sample Contract



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## **PROPOSAL INSTRUCTIONS**

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

Awarded vendors will be expected to enter into a continuing services contract with the county with the option to renew for four more one year terms. No work is guaranteed by an award of a contract.

Specifications and a sample contract are attached.

### **2. Written Inquiries**

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before **2:00 p.m. March 18<sup>th</sup>, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **April 4<sup>th</sup>, 2022**.

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

### **3. Submittal Instructions**

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on April 15<sup>th</sup>, 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](mailto:purchasing@bouldercounty.org); identified as **SOQ # 7313-22** in the subject line.

All SOQs 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 SOQ 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**

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 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 or on a county facility/property. 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. 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 SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ 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 shall 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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## **SUBMITTAL SECTION**

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The Boulder County Public Works Department is seeking qualifications from qualified Consultants for the following disciplines:

- **Architectural Design Consultant Continuing Services**
- **Audio Visual and Installation Specialists Services**
- **Acoustical Engineering**
- **Building Commissioning Services**
- **Civil Engineering Services**
- **Cost Estimating services**
- **Electrical Services:**
  - **Electrical Design Services**
  - **Lighting Design Services**
- **Fire Alarm Services**
- **Geotech Engineering Services**
- **Graphic Design Services**
- **Hazardous Material Testing**
- **Landscape Design Services**
- **Mechanical & Plumbing Engineering Services**
- **Roof Design & Construction Management Services**
- **Structural Engineering Services**
- **Surveying Services**
- **Traffic, Parking Engineering and Transportation Demand Management (TDM) Services**

Brief descriptions of the anticipated scopes of work for each discipline are below:

- **Architectural & Interior Design Consultant Continuing Services**
  - Architectural and design services with experience working in one or more of these specialized categories is preferred:
    - Change Management organization and implementation
    - Data analysis: Data collection on workplace functionality (surveying & compiling data)
      1. Program Questionnaires: Staff headcount, department functions, adjacencies, security and shelter in place spatial needs, inter and intra-departmental relationships, storage, parking, and storage.

2. Post Occupancy Evaluations: Surveying and compiling data on how spaces, furniture, finishes, equipment are functioning. Include acoustical, mechanical (heating, cooling and humidity) and lighting (daylight and artificial).
  - Detention Facility (County Jail) remodels/ additions
  - Hybrid workplace design with IT integration
  - Long range planning: site analysis, building analysis
  - Historic Preservation
  - Interior Design (Furnishing and Finishes)
  - Interior tenant improvement remodels
  - Interior space planning
  - Specialized detailing in floodplains, firewalls and area separation walls
  - Revit and CAD drafting Support Services. Preference for support in Revit with experienced drafters.
  - LEED Certification Services
    1. LEED Accredited Professional preferred
    2. Consultant to manage the entire LEED process by coordinating meetings, analyzing the most cost and time effective credits to pursue, researching permitting, municipality energy requirements, creating and uploading all documentation to USGBC LEED Online
  - Architectural firms with experience in schematic design, design development, construction documents, cost estimating, construction administration, code analysis, permitting, receiving COs (Certificate of Occupancies) experience from Authorities Having Jurisdiction (AHJ) within Boulder County are also a preference that will be prioritized from candidates.
  - Boulder County Architectural & Interiors Projects include:
    - Parks and Open Space Historic Preservation (roughly one project a decade)
    - Boulder County Jail Detention remodels (Several a year)
    - Hybrid (in-person and remote collaboration spaces) Office Remodels (Becoming more popular, several a year)
    - Interior Remodels of Lobbies for county services with front facing service counters
    - Interior Remodels of county office spaces (employee only spaces)
    - ADA Upgrades. Toilets, Ramps, Stairs, Doors, Parking Stalls, Counters, sidewalks, etc.
    - Flood related projects: Flood Doors & Flood walls
    - Interior finishes and furnishing upgrades
  - **Audio Visual (AV) Design and Installation Specialist Services**
    - AV specialists with Hybrid Office Experience is preferred
    - AV specialists with experience installing successful AV projects in Boulder County preferred
    - AV specialists who have successful projects with acoustic engineers is preferred
    - Boulder County AV Specialist Projects include:
      - Hybrid (in-person and remote collaboration spaces)
      - Training, Conference and Meeting Rooms
  - **Acoustic Engineering Services**
    - Acoustic Engineering Services include reverberation testing of interior spaces, specifying acoustic wall & ceiling panels, specifying acoustic ceiling tile and design of conference and training room AV layouts
  - **Building Commissioning (Cx)**



- Building Systems commissioning consultants with experience verifying buildings meet the city of boulder COBEC, CPP, ASHRAE 90.1-2010, LEED & Energy Star requirements preferred. Experience with New Construction Commissioning, Re-commissioning, retro-commissioning and monitor-based commissioning preferred.
- **Construction Management:** Drawing review, contractor submittals, verification of system manuals in Construction Documents, Developing monitoring-based procedures and identifying points to be measured, field verification, conducting envelope commissioning, OAC meetings, periodic inspections & reports to meet code, LEED Energy Star requirements. Work with Owner to develop Owners Project Requirements (OPR) and the Basis of Design (BOD) through to building certification and OPR final report. Ensure building operators are trained on installed systems.
- **Systems commissioning includes:**
  - Mechanical Systems (HVAC/ Heating and Cooling, ventilation and outdoor air delivery, ductwork and systems controls)
  - Electrical (Power distribution, lighting, lighting controls)
  - Plumbing (Hot water, process water, water distribution, sanitary, storm runoff)
  - Protective Systems (fire suppression or lighting protection)
  - Building Envelope (The buildings roof, foundation, walls; and physical separation between conditioned and unconditioned elements)
  - Communication Systems (Telecom, Sound, Video)
  - Alarm Systems
- **Civil Engineering Services**
  - Civil Engineering with permitting experience within Boulder County Jurisdictions having Authority preferred.
  - Boulder County Civil Engineering Projects include:
    - A range of sites and projects ranging from traditional new construction with detention ponds, parking lots & sidewalks, to more sustainable projects like raingardens and impervious paving parking lots.
    - Many projects are flat and are in the 100- and 500-year flood plains.
    - Sites are all over Boulder County, from Nederland & Allenspark to Longmont, City of Boulder and City of Lafayette.
- **Cost Estimating Services**
  - Project cost estimators with permitting experience within Boulder County are preferred
  - Cost Estimators with examples of current project constructed are also preferred.
  - Boulder County Cost Estimating Projects include:
    - New ground up builds
    - Office remodels from systems furniture reconfigurations to complete remodels demoing to structure and rebuilding
    - Detention facility remodels
    - Site Improvements including parking lots, ramps, sidewalks, landscaping and detention ponds
    - Some of our future projects include abatement of asbestos
- **Electrical Services:**
  - **Electrical Design Services**
    - Electrical Engineers with permitting experience within Boulder County are preferred
    - HVAC and VAV controls standard in county projects. Engineers with experience calculating the ampacities for these controls is preferred
    - Electrical Engineering Services include:

- Stamped One-line diagrams for permits
- Generator sizing/ load shedding distribution
- Compliance with COBECC including indoor and outdoor compliance
- Must have the ability to stamp Functional Testing Compliance Letters at completion of projects. (For COBECC)
- Exterior light level (foot candle) calculations for Night Sky compliance
- Stamped RCP for office remodels and new builds
- **Lighting Design Services.**
  - Lighting Engineers with permitting experience within Boulder County are preferred
  - Lighting controls (watt stopper) are county standard. Lighting design engineer with experience with watt stopper controls is preferred
  - Lighting Engineering Services include:
    - Lighting specifications for remodels of office spaces and conference rooms
    - Stamped RCP plans for permitting
- **Fire Alarm Services**
  - Engineering and design services for fire alarms for remodels and new builds to be permitted through City of Boulder, Longmont & Lafayette
  - Must meet standard NFPA 72 and be experienced specifying Notifier & Simplex systems (Johnson Controls)
  - As-builts and graphic maps included in scope of services
  - CAD backgrounds can be provided by BCBS
- **Geotechnical Engineering Services**
  - Geotechnical Engineers with permitting experience within Boulder County are preferred
  - Geotechnical Engineering Services include: Soils reports for new buildings in boulder county
- **Graphic Design Services**
  - Experiential Wall Graphics design
  - Wayfinding Graphics design (Directories, wall graphics)
  - Monument Sign design
  - Graphic support for interior and exterior signage
  - Graphic Design Support Services: From Branding images to documents for internal reports and PowerPoints presentations.
- **Hazardous Material Testing**
  - Licensed Hazmat professionals who have certified experience working with state and boulder county public health agencies is preferred
  - Hazardous material testing, surveying for materials including: Asbestos, Lead Paint, PCBs in materials, Inventories of PCBs, Mercury, Freon and other regulated hazardous materials, Moisture, Mold, Microbial contaminants, Radon and general Indoor Air Quality (IAQ) concerns.
  - Site testing & surveying for brownfield development
  - Awareness training for employees, preparation for abatement bid specifications, closeout documentation of abatement activities and preparation of Operation and Maintenance (O & M) plans.
- **Landscaping Design Services**
  - Landscape Architects with permitting experience within Boulder County are preferred
  - Landscape Architects with xeric /draught resistant species specification experience preferred

- Landscape Design Services include: Landscaping plan design, specification of plants boulders and site furnishings like bike racks & bench seating
- **Mechanical & Plumbing Engineering Services**
  - M & P Engineers with experience with stamped drawings for permitting in Boulder County are preferred
  - M & P Engineering Services include: New Services and remodels to existing services in a variety of buildings from detention facilities, courts, traditional offices, parking garages & fabrication shops.
- **Roof Design & Construction Management Services**
  - **Experience:** Roofing experience & permitting to AHJ in Boulder County preferred.
  - **Design:** Field visit & verification, Schematic Design, Design Development and Construction Documents to bidding and permit level
  - **Construction Management:** Pre-Bid conference, Bidding coordination, pre-construction meeting, periodic site inspections and reporting to OAC, punch list, final inspections and final as-built record documents in PDF form.
- **Structural Engineering Services**
  - Structural Engineers with permitting experience within Boulder County are preferred
  - Structural Engineering services include: Design and load calculation for remodels and new builds in wood, steel and concrete construction
- **Surveying Services**
  - Land Surveyors with experience permitting within Boulder County are preferred
  - Surveying services include: ROW dedications, Site Surveys, Spot Elevations, Utility Easements, etc.
- **Traffic, Parking Engineering and Transportation Demand Management (TDM) Services**
  - Consultants with Parking, Traffic and TDM permitting experience within Boulder County are preferred.
  - Traffic and Parking services include: Traffic and parking load calculations.

Please submit one proposal and indicate which categories you are submitting for in Exhibit A below. We are requesting proposals from individual firms and not teams.

A separate Discipline Worksheet (Exhibit A) must be completed and included with your response. This worksheet shall indicate which disciplines are being proposed, ensuring your submittal is adequately evaluated.

The purpose of this solicitation is to prepare a list of pre-qualified consultants and contractors for which the County can assign work on a project-by-project basis. Selected firms will enter into a continuing services contract for the 2022-2023 contract years with the option to renew for up to three more one-year terms, for a not to exceed amount of \$1,000,000 per year. Entering into a Continuing Services Contract does not guarantee that any work will be directed to the consultant.

The County is not requesting a Disadvantaged Business Enterprise (DBE) component with this request.

Projects will vary in scope and size and will be related to Boulder County Public Works projects including existing Boulder County sites and facilities and potential future Boulder County sites and facilities.

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 Solicitation of Qualifications (SOQ) may be cause for rejection of the PROPOSAL.

Please respond to the following in the order listed below.

1. Name, address, phone number and contact person for your company. Person should be the individual serving as the lead contact for the County for the duration of the contract.
2. A cover letter indicating your desire to be considered, firm organization and any special considerations regarding your capability to serve Boulder County.
3. Completed Discipline Worksheet (**Exhibit A** on page 13).
4. A description of the firm, its capabilities, and special area(s) of expertise/strengths.
5. A description of no fewer than five and no greater than ten past projects managed by the firm and the firm's project team members that demonstrate your firm's qualifications to perform the work in question.
6. The names and resumes of the individuals who will be responsible for supervising the work for each discipline being considered.
7. References. Please provide at least three references from agencies or firms that were directly involved in the past projects listed in your submittal.
8. Fee schedule and hourly rates for the job classifications applicable to this request. Alternatively, for contractors offering services in the field, Price Sheets, with unit costs for commonly requested work items, including extra work rates for equipment, traffic control and mobilization. Annual rate increases will be considered.
9. Confirm your firm's ability to meet Boulder County minimum insurance requirements listed in the sample contract of this packet. Include Insurance Certificate.
10. W-9
11. Signature Page.
12. Addendum Acknowledgement (s) (if applicable)

Maximum page limit is 20 pages (not including cover page, section dividers, Insurance Certificate, W-9, Signature Page or Addendum Acknowledgements). 11x17 sheets will count as 2 pages. Use no smaller than 11 point font for hard copy or electronic submittals.

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

<b>INCLUDED</b>	<b>ITEM</b>
	Name, address, phone number and contact person for your company
	Cover letter
	Completed Discipline Worksheet (Exhibit A)
	Firm/ Consultant Description
	Description of Past Projects
	Team Resumes
	References
	Fee Schedule or Price Sheet
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

**Continuing Services – Exhibit A; Discipline Worksheet**

Please check the Discipline that you are proposing for in the table below.

**Company Name:** \_\_\_\_\_

Architectural Design Consultant Continuing Services	
Audio Visual (AV) Design and Installation Specialist Services	
Acoustic Engineering Services	
Building Commissioning Services (Cx)	
Civil Engineering Services	
Cost Estimating Services	
Electrical Services: Electrical Engineering	
Electrical Services: Lighting Design	
Fire Alarm Services:	
Geotech Engineering Services	
Graphic Design Services	
Hazardous Material Testing	
Landscaping Design Services	
Mechanical & Plumbing Engineering Services	
Roof Design and Construction Management Services	
Structural Engineering Services	
Surveying Services	
Traffic, Parking Engineering and Transportation Demand Management (TDM) Services	



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## INSURANCE AND W-9 REQUIREMENTS

### INSURANCE REQUIREMENTS

Category	Commercial General Liability	Automotive Liability	Workers' Compensation and Employer's Liability	Umbrella / Excess Insurance	Professional Liability (Errors and Omissions)	Pollution Liability
Architectural Design Consultant Services	✓	✓	✓		✓	
Audio Visual (AV) Design and Installation Specialist Services	✓	✓	✓		✓	
Acoustic Engineering Services	✓	✓	✓		✓	
Building Commissioning Services (Cx)	✓	✓	✓		✓	
Civil Engineering Services	✓	✓	✓		✓	
Cost Estimating Services	✓	✓	✓		✓	
Electrical Services Electrical Engineering Services	✓	✓	✓		✓	
Electrical Services Lighting Design Services	✓	✓	✓		✓	
Fire Alarm Services	✓	✓	✓	✓	✓	
Geotechnical Engineering Services	✓	✓	✓		✓	✓
Graphic Design Services	✓		✓			
Hazardous Material Testing	✓	✓	✓		✓	
Landscaping Design Services	✓	✓	✓		✓	

Mechanical & Plumbing Engineering Services	√	√	√		√	
Roof Design and Construction Administration	√	√	√		√	
Structural Engineering Services	√	√	√	√	√	
Surveying Services	√	√	√		√	
Traffic, Parking Engineering and Transportation Demand	√	√	√		√	

**Commercial General Liability**

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

**Automobile Liability**

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

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

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

**Umbrella / Excess Insurance**

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

**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.

**Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or



an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

**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 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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## **EVALUATION CRITERIA**

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The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection will be based on the following:

- 30%: **Qualifications of Personnel** - How much experience does each/all team member(s) have in the category proposed? Describe specific technical qualifications as well as experience managing or participating in the appropriate projects.
- 30%: **Relevance of Past Projects** - Consultants' experience with past projects; those projects' relevance to Boulder County's needs. Describe experience working with Jurisdictions having authority within Boulder County for projects dependent on permitting
- 20%: Experience with **Innovative Design Solutions**, Sustainability, Space and Long-Range Planning Techniques or other current industry practices that are relevant to Boulder County and the County Public Works Department. Cite specific projects.
- 20% **Cost of proposed services** (Including Hourly Rates)

The County would like to select up to three firms per discipline in each Category for continuing services status to ensure adequate comparison.

Boulder County expects to complete the selection process by mid-May and will be contacting each firm with the results shortly thereafter.

Upon completion of the selection process, Boulder County will begin contract negotiations with each of the selected firms for the 2022-2023 years. The firm selected in each discipline will be asked to submit scope and fee proposals for the work tasks as the work becomes available.

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:

<b>Description</b>	<b>Percentages</b>
Qualifications of Personnel	30%
Relevance of Past Projects	30%
Innovative Design Solutions	20%
Cost of proposed services (including hourly rates)	20%
<b>Total Possible Points</b>	<b>100%</b>



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**SIGNATURE PAGE**

Contact Information	Response
Company Name	
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.

## Continuing Services Contract

DETAILS SUMMARY	
<b>Document Type</b>	New Contract
OFS Number-Version	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Public Works
Division/Program	
Mailing Address	<b>PO Box471, Boulder, CO 80306</b>
Contract Contact – <i>Name, email</i>	Laura Konersman, <a href="mailto:lkonersman@bouldercounty.org">lkonersman@bouldercounty.org</a>
Invoice Contact – <i>Name, email</i>	<a href="mailto:pwinvoices@bouldercounty.org">pwinvoices@bouldercounty.org</a>
<b>Contractor Contact Information</b>	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
<b>Contract Term</b>	
Start Date	
Expiration Date	
Final End Date	(five years from start date)
<b>Contract Amount</b>	
Contract Amount	
<b>NOTE:</b> The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.	
<b>Brief Description of Work</b>	
<p><b>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.</b></p>	
<b>Contract Documents</b>	
a. Formal Procurement (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")	
<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	NO
SOQ Number	7313-22
Award Date	TBD
If no SOQ No., bid process used	Bid number provided above
COVID-19	NO
Project #	
Purchasing Notes <i>(optional)</i>	

<p><b>Contract Notes</b>  <i>Additional information not included above</i></p>

THIS CONTINUING SERVICES 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 Public Works Department, ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
  
2. Work to be Performed: County will assign work on a project-by-project basis. County may enter into continuing services contracts with other contractors who will compete with Contractor to receive individual projects. Contractor will only be paid for projects awarded to Contractor through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. **Contractor acknowledges that a continuing service contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary, Contract Documents**, and the project-specific documents mutually agreed upon in writing (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
  
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
  
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay the **Contract Amount** to Contractor in accordance with the **Contract Documents** and mutually agreed upon project-specific 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 any part of the Work completed 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.

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 remedy 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 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

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

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

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

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

g. Requirements: **SEE SOQ 7313-22 ADDENDUM FOR INSURANCE REQUIREMENTS:**

**[Signature Page to Follow]**

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

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