



**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: 7330-22

SOQ Title: **Construction Services**

SOQ Questions Due: March 22, 2022 – 2:00 p.m.

Submittal Due Date: **April 4, 2022 – 2:00 p.m.**

Email Address: [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Signature Page
- Sample Contract



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## **SOQ INSTRUCTIONS**

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

Boulder County Building Services (BCBS), a Division of Public Works, is seeking to award Continuing Services Contracts (CSC) for an annual not to exceed price to three (3) contractors per trade/scope of work based on each contractor's submission of qualifications.

The CSC allows BCBS to operate through informal request for quotes on specific scopes of work in lieu of the formal bid process. After review/approval of written quotes received the contractor is released on the specified scope via Notice to Proceed (NTP) letters, typically requiring no additional contracts in the process.

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 22, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **March 29, 2022**.

**Please 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 4, 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 # 7330-22** 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.

**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 Solicitation of Qualifications.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Solicitation of Qualifications, 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 submissions 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 submitter 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 "Solicitation of Qualifications."
8. Any proposed pricing 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 efficient and reduced toxic level products where 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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## **SPECIFICATIONS**

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### **About Solicitation of Qualifications (SOQ):**

Boulder County Building Services (BCBS), a Division of Public Works, is requesting submissions of each contractor's qualifications to perform construction related tasks to complete most new and remodel projects approved through the Capital Expenditure Fund. Submissions through this SOQ process will be reviewed and awarded to three (3) contractors per trade/scope of work via Continuing Services Contracts (CSC) for an annual not to exceed price.

The CSC allows BCBS to operate through informal request for quotes on specific scopes of work in lieu of the formal bid process. After review/approval of written quotes received the contractor is released on the specified scope via Notice to Proceed (NTP) letters, requiring no additional contracts in the process.

### **About Building Services:**

BCBS is the county's Facilities Manager, maintaining and managing all new/remodel construction projects on all county owned facilities. There are approximately 30 buildings included in the list of assets. BCBS has a small in-house labor force which includes a Licensed GC, Master Electrician, Electrical/Low Voltage installers, Construction crew (demo, framing, drywall/finish, painting, ceiling grid, and finish carpentry), Control Systems techs, and Maintenance crews. Many projects are managed with in-house labor, working alongside subcontracted trades. However, if a project is too large or running concurrent with another, we will subcontract the work that would have otherwise been handled with in-house labor. Therefore, please submit your information even if you think we have your specific trade covered.

Prior to working in any county owned facility, approved contractors will need to have all employees submit a State ID for Criminal History checks and may need to pass FBI background checks for high security areas.

Please submit your qualifications to perform any of the following scopes of work for remodel and new construction projects which may include:

1. Moving Services
  - Pre and post construction moving of boxed items and office furniture.
2. Temporary Labor
  - BCBS will need skilled labor in various trades to supplement our inhouse capabilities, which may include electricians and carpenters/framers/drywall & finishers.
3. Construction Cleaning
  - Post construction cleaning services to primarily ensure finished areas are vacuumed, mopped, and surfaces dusted.

4. Abatement and Remediation Services
  - Certified abatement and remediation contractors needed prior to and during construction to include asbestos, lead, mold removal and disposal services. This contractor will be provided scope and test results performed by separate consultant.
  - This contractor may also provide training services to county staff for the purposes of maintaining or proper removal and disposal of asbestos, lead, and mold.
5. Concrete Cutting and/or Heavy Demolition
  - Selective structure demolition work for removal of portions of existing construction as required to accommodate remodeling and new construction.
  - Services needed during construction for cores and square openings in concrete/CMU walls, slabs, other structural elements.
6. Concrete
  - Cast-in-place concrete work to include forming, reinforcement, placement, consolidating, curing, stripping, and finishing of formed concrete. Contractors to include all phases of architectural and structural concrete including foundation systems, interior flatwork, and concrete sitework.
7. Masonry
  - Interior/Exterior reinforced and grouted unit masonry work, stone and brick wall work.
8. Steel (Structural and/or Misc.)
  - Typically utilized on smaller remodel and new construction projects for structural steel procurement and installation per engineered design (by others). Projects recently included rooftop air handler supports, reinforcement of larger interior wall openings, and roof deck or precast wall penetrations.
9. Waterproofing
  - Including foundation fluid applied and exterior joint sealants.
10. Roofing
  - Complete replacements typically installing TPO.
  - During construction patch/repair penetrations of existing roofing (all types).
11. Storefront, Glass/Glazing
  - Procurement and installation of interior/exterior (doors and windows) aluminum storefront systems with hardware.
  - Include procurement and install specified glass and glazing of the following provided by others: interior doors, sidelights, borrowed light frames, and partitions.
12. Steel Framing
  - Installation of steel framing systems for interior/exterior walls and hard lids. Potential for use on larger projects.
13. Drywall
  - Procure and install, tape and finish gypsum board level 4 typical.
14. Painting
  - Interior and/or exterior paint finishes with all pre-finish prep included.

15. Acoustical Ceilings
  - New construction projects which typically include 704 Armstrong tile and Cortega grid products. Remodels with patch and repair to match adjacent.
16. Flooring Finishes
  - New/remodel projects to include ceramic tile, carpet tile/broadloom, resilient tile or sheet good product installations.
  - Potential for weekend work in occupied office space, with BCBS help to lift workstations.
17. Fluid applied flooring systems
  - Smaller areas of remodel in occupied facilities. Demo tile, prep, and install spec product.
18. Garage Doors & Auto Gates
  - Troubleshooting, repair, replacement, and new installation of garage doors and automatic gates and associated equipment.
19. Detention Systems
  - Troubleshooting, repair, replacement, and new installation of detention systems including doors, locks, cell equipment and controls.
20. Fire Suppression
  - Troubleshooting, repair, replacement, and new installation of wet/dry fire suppression systems and associated equipment.
  - Capable of producing stamped engineered fire sprinkler plans and submitting for permit while also meeting the design intent of the architectural drawings.
21. HVAC and/or Plumbing
  - Troubleshooting, repair, replacement, and new installation of HVAC and/or plumbing systems.
  - HVAC installations include new/replacement air handlers, exhaust fans, ductwork, VAV install with all hydronics associated. Working with an owner's commissioning agent to ensure sequence of operations and design intent is being met. Final balance of system and all final documentation is provided to close out per local codes.
  - Plumbing systems required inside the 5' perimeter of the building footprint to include all excavation, installation of underground, managing required inspections, and backfill to grade. All rough-in wall and overhead required and finishing out with installation of fixtures. BCBS will typically provide all cutting and patching of penetrations.
22. Asphalt Patch/Repair, Paving
  - Typically includes all demolition and recycle of asphalt parking lot material with placement/compaction of road base and specified depth of new asphalt.
  - Patch and repair trenching required for site utilities.
  - Crack and seal coat parking lots.
23. Site Utilities
  - Troubleshooting, repair, replacement and new installation of site utilities. Include all



right of way permitting with excavation, installation and backfill as required.

- Fiber line install end to end
- Storm and Sewer
- Water line services

24. Caisson Drilling Services

- Primarily for light pole bases and other light commercial drilling.



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## INSURANCE AND W-9 REQUIREMENTS

### INSURANCE REQUIREMENTS

Category	Commercial General Liability	Automotive Liability	Workers' Compensation and Employer's	Umbrella / Excess Insurance	Professional Liability (Errors and Omissions)	Pollution Liability
Moving Services	√	√	√			
Temporary Labor	√	√	√	√(\$3mil)	√	
Construction Cleaning	√	√	√			
Abatement and Remediation Services	√	√	√	√(\$3mil)	√	√
Concrete Cutting and/or Heavy Demo	√	√	√	√(\$3mil)	√	√
Concrete	√	√	√	√(\$3mil)	√	√
Steel Framing	√	√	√	√(\$3mil)	√	
Drywall	√	√	√			
Painting	√	√	√			
Acoustical Ceilings	√	√	√	√ (\$1mil)		
Flooring Finishes	√	√	√			
Fluid applied flooring systems	√	√	√			
Garage Doors & Auto Gates	√	√	√			
Detention Systems	√	√	√	√ (\$1mil)	√	
Fire Suppression	√	√	√		√	
HVAC and/or Plumbing	√	√	√	√(\$1mil)		

Asphalt Patch/Repair, Paving	√	√	√	√(\$1mil)		√
Site Utilities	√	√	√	√(\$3mil)	√	√
Caisson Drilling Services	√	√	√	√(\$3mil)		√

**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.

Construction Contracts only – include the following paragraph:

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

**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 shown in the above table, 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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## **SUBMITTAL SECTION**

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Solicitation of Qualifications (SOQ) 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:

<b>INCLUDED</b>	<b>ITEM</b>
	Name and Address of the Partners and Subcontractors if applicable
	Certifications/Information on the relevant experience of key personnel
	Submit a copy of any changes/exceptions to the attached contract you would require
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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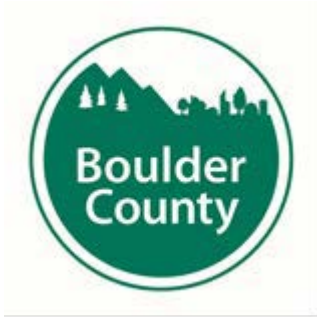
## **EVALUATION CRITERIA**

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 the following:

- Submission of Materials Requested
- Local Organization
- Staff Qualifications, Certifications & Licenses
- Experience in Trade/Government Work
- Relevance to needs of BCBS

**The scoring matrix, used by the county in its evaluation and selection process, is shown below:**

<b>Description</b>	<b>Points</b>
Submission of Materials Requested	20
Local Organization	20
Staff Qualifications, Certifications & Licenses	20
Experience in Trade/Government Work	20
Relevance to needs of BCBS	20
<b>Total Possible</b>	<b>100</b>



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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.

## 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 – Name, email	Laura Konersman, <a href="mailto:lkonersman@bouldercounty.org">lkonersman@bouldercounty.org</a>
Invoice Contact – Name, email	<a href="mailto:pwinvoices@bouldercounty.org">pwinvoices@bouldercounty.org</a>
<b>Contractor Contact Information</b>	
Contractor Name	
Contractor Mailing Address	
Contact 1- Name, title, email	
Contact 2- Name, title, email	
<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 (optional)	
<b>Contract Notes</b>	
<i>Additional information not included above</i>	



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 deconstruction 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:	