



**ADDENDUM #1
Public Works
Continuing Services for the Boulder County Public Works Department
SOQ # 7313-22**

April 4, 2022

The attached addendum supersedes the original Information and Specifications regarding SOQ # 7313-22 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.

1. Question: P.10 under Lighting Design Services note, “Stamped RCP plans for permitting”
 - a. Our firm employees lighting designers and does not have engineers on staff and therefore cannot execute “stamping” of drawings. On projects, we work in partnership with electrical engineers who consolidate our design in to their documents and then stamp accordingly.
 - b. Is the ability to stamp drawings a non-negotiable requirement for submission?

ANSWER: If your design is based on the approved engineered set of drawings and considered a supplemental shop drawing that is ok. This requirement for an engineered ‘stamped drawing’ does not exclude you from consideration.

We will still need stamped drawings from licensed engineers meet COBECC and other municipality requirements.

2. Question: Will the selected vendors be responsible for sourcing printing services?

ANSWER: Yes. Printing services is a reimbursable charge on our contracts.

3. Question: Can you describe the typical turnaround for the provided project examples and what the review and approval process is like?

ANSWER: Every project is different depending on the type of work and the jurisdiction reviewing the plans. Architectural projects take longer than Fire Alarm projects, etc. Projects in Longmont and Lafayette are quicker than ones in the City of Boulder or being reviewed by Boulder County Community Planning & Permitting. Some projects take 2 weeks, some take several months. It depends on the service and scope.

4. Question: Are there specific software requirements for the selected vendors?

ANSWER: We use Revit primarily for architectural projects, we also have AutoCAD so we can read those drawings as well. For redlining we use PDFs in Bluebeam. At the end of architectural projects, we like to have the as-builts delivered in Revit.

5. Question: Does Boulder County public works utilize a shared project management software tool, such as Basecamp?

ANSWER: We use Microsoft Teams and Procore on larger projects.

6. Question: How many years of experience is preferred for the selected vendors?

ANSWER: No, there is not a preference for years of experience for vendors. We do, however, prefer vendors who have successfully permitted plans through the City of Boulder and Boulder County Community Planning & Permitting. These jurisdictions have strict requirements that often require several rounds of re-submittals.

7. Question: Does Boulder County public works currently have brand standards or guidelines they will provide to the selected vendors?

ANSWER: Boulder County is developing Design Guidelines for Branding Standards and we have developed specifications

8. Question: What are the past pain points Boulder County public works gone through with past vendors?

ANSWER: Unsuccessful vendors do not keep clear and timely lines of communication.

9. Question: How would you define a successful relationship with a vendor?

ANSWER: Successful vendors keep clear and timely lines of communications and incorporate our design standards and specifications.

10. Question: Will the selected vendors be responsible for sourcing printing services and/or signage material vendors and implementation?

ANSWER: Printing services is a reimbursable charge on our contracts. Boulder County Building Services has our own signage fabricator. For larger signs, like monument signs and directories we hire that work out.

11. Question: We have a question on the selection for the Traffic, Parking Engineering and Transportation Demand Management (TDM) Services Discipline: How many firms will be selected for the Traffic, Parking Engineering and Transportation Demand Management (TDM) Services Discipline on-call?

ANSWER: Per purchasing requirements, three vendors are required to be on our Continuing Services Contractor list if we are awarding work for over \$9,999. Without having an updated Facilities Master Plan, and a clear direction for our upcoming projects, we will retain (3) vendors to meet this purchasing requirement.

12. Question: Is the intent of this on-call to support building services? Are transportation services included in civil engineering services category?

ANSWER: Part 1: Assuming this is connected to question 11, Yes. This is a SOQ being managed by building services. TDMs are needed for permitting in the City of Boulder. We will notify our Public Works Engineers that we have a TDM vendor under a continuing service agreement. Part 2: No, Transportation (TDM) is a stand-alone category and not connected directly to Civil Engineering Services.

13. Question: Are construction materials testing and inspections included under the geotechnical discipline?

ANSWER: Yes. If you offer both services, please submit your qualifications.

14. Question: Please confirm if hourly rates are acceptable in lieu of a full fee schedule for this submission?

ANSWER: Hourly rates are acceptable in lieu of a full fee schedule.

15. Question: Fee Schedule and Hourly Rates or Price Sheet:

Since the tasks are unknown, please confirm we are providing hourly rates and not a fee for tasks.

ANSWER: Hourly rates are acceptable in lieu of a full fee schedule.

Please provide an hourly rate form for inclusion in the response so that our information is reviewed against others in the same manner (number 8 on page 12).

ANSWER:

Hourly Rate	Position

16. Question: Sheet Count – Please confirm if hourly rate sheet will be included in the sheet count (number 8 on page 12).

ANSWER: Hourly rate sheet is in the sheet count (max of 20 pages).

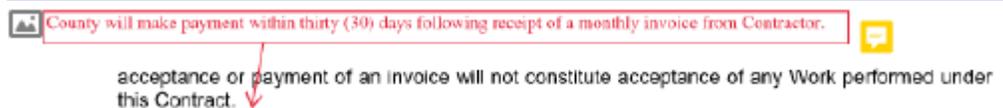
17. Question: Indemnity Clause – Will the County consider revisions to the indemnification provision to allow coverage under professional liability insurance. There is currently no-fault component (e.g., negligence, breach of the standard of care, willful misconduct, etc.) that would trigger insurance coverage for design professionals.

ANSWER: The County Attorney’s Office will consider, but has the right to refuse, any proposed changes to the contract.

18. Question: Contract Language Adjustment Considerations – Will the County consider these:

ANSWER: No. County Risk Management has already reviewed the professional liability insurance requirements for this SOQ

The agreement should specify the payment period. See suggested language adjustment.



ANSWER: The County can agree to pay invoices within forty-five (45) days.

Many factors outside of the contractor's control can cause a project delay. The contract should include force majeure language providing that the parties are not liable for delays they did not cause. See suggested language adjustment.

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~~ ^{reasonable} 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. Force Majeure: Any delays in, or failure of, performance of any party to this Contract shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent caused by occurrences beyond the control of the party affected.

writing by the Parties. Where the Contractor will provide additional services for additional

ANSWER: The County is amenable to including force majeure language in the contract.

This is an uninsurable liability/indemnity provision. As design professionals, we can only agree to liability to the extent caused by our breach of the standard of care (i.e. negligence). This provision is placing potential liability on the design professional even if we comply with the standard of care set forth in Section 2. See suggested language adjustment.

ANSWER: The County is willing to limit the indemnification obligation to the negligent, grossly negligent, reckless, and willful actions and omissions of Contractor and its employees, etc.

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~~ ^{negligent} 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 of or on account of ~~the~~ actions or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's

"Satisfactory manner" is a subjective determination. There must be actual non-compliance with the contract terms prior to termination for cause. See suggested language adjustment.

and will be fully responsible for their actions.

13. Termination ^{shall} ^{as required by the terms of this Contract}

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~~ ^{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~~ ^{shall} 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.

ANSWER: These changes are acceptable.

If terminated (especially for convenience), we should be paid for all services provided in accordance with the contract requirements to the date of termination. See suggested language adjustment.

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~~ **in accordance with the requirements of this Contract** 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

ANSWER: These changes are acceptable.

Refunds are not insurable. A claim can be made if the client believes our services do not comply with the standard of care. See suggested language adjustment.

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.~~

ANSWER: This change is acceptable so long as no amounts are prepaid.

We shouldn't be liable for the use of our deliverables without our involvement, and we shouldn't transfer ownership to our existing IP. See suggested language adjustment.

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.

Any use of the Work Product without retaining the services of Contractor in connection therewith shall be at County's sole risk and without liability to Contractor. Further, notwithstanding anything to the contrary contained herein, any preexisting intellectual property (including Contractor's standard details and specifications) owned by Contractor before entering into this Contract or developed by Contractor outside of this Contract will remain property of the Contractor. If Contractor finds it necessary to incorporate its preexisting intellectual property into the Work Product, Contractor hereby grants to County a nonexclusive, perpetual, royalty-free, worldwide license to use the preexisting intellectual property.

ANSWER: The County is willing to consider changes to paragraph 36 in consideration of the nature of the work.

19. Question: How much of the Civil Engineering and Cost Estimating category is related to stormwater and water quality versus general site civil work? Are you looking for design services related to storm drainage or stream stabilization/restoration?

ANSWER: If you can provide design services for storm drainage or stream restoration, that would be good to know. We currently do not have any storm drainage or stream stabilization projects needed for our Building Services projects. Our Transportation Engineers have the need for these services and they would be able to use this CSC.

Are the sites related to development projects or site development?

ANSWER: If you can provide design services for site development, that would be good to know. We currently do not have any site development projects funded. Our Transportation Engineers could potentially have the need for these services

Does this category include plan review for development or County projects?

ANSWER: Our cost estimate services are needed for construction. Mostly internal remodels, but we do have some need for new ground up construction estimates.

20. Question: Can you describe specific types of permitting that you anticipate

ANSWER: Developments of sites: parking lots, sidewalks, detention ponds, etc.

21. Question: If an AE firm is submitting, would Boulder County prefer to have the architecture & interiors services and the engineering services submitted as separate SOQs rather than combined into one?

ANSWER: One is better.

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, 2022.**

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

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

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

Email purchasing@bouldercounty.org; identified as **SOQ # 7313-22** in the subject line.

All proposals must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their proposal is received on time at the stated location(s). Any proposal received after due date and time will be returned to the bidder. No exceptions will be made.

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



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

April 4, 2022

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for SOQ #7313-22, Continuing Services for the Boulder County Public Works Department.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that due to COVID-19, **BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: _____ **Date:** _____

Name of Company _____

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