



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

INVITATION TO BID
COVER PAGE

BID Number: 7351-22

BID Title: BCPOS Property Boundary Fencing Impacted by the Marshall Fire

Pre-Bid Meeting: **May 24, 2022, 9:00 a.m.**
Costco – Superior
600 Marshall Road, Superior, CO 80027

BID Questions Due: **May 31, 2022 – 2:00 p.m.**

Submittal Due Date: **June 10, 2022 – 10:00 a.m.**

Email Address: purchasing@bouldercounty.org

Documents included in this package: BID Instructions
Bond Requirements
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Bid Tab Section
Submittal Checklist
Signature Page
Sam.Gov Instructions
Attachment A: Overall Project Map
Attachment B: Warembourg Perimeter Fence Map
Attachment C: Bowes Perimeter Fence Map
Attachment D: Bush & Cohig Perimeter Fence Map

Attachment E: Arsenault Perimeter Fence Map
Attachment F: Mayhoffer Perimeter Fence Map
Attachment G: Arsenault Riparian & NE Pasture Fence
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Specifications
Attachment O: Protected Plants and Wildlife
Conservation Measures
Attachment P: FEMA Barbwire Findings and
Recommendation
Attachment Q: FEMA Addendum
Attachment R: Sample Contract



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INSTRUCTIONS

BACKGROUND:

The Boulder County Parks & Open Space Department (BCPOS) is soliciting bids from qualified, licensed, and experienced Contractors for construction of up to approximately eighty-three thousand (83,000) linear feet (LF) of property boundary fencing and associated gates at Boulder County Open Space properties near Superior and Lafayette, CO.:

1. Warembourg
2. Bowes
3. Cohig & Bush
4. Arsenault
5. Mayhoffer

For the purposes of this project each property will be considered a sub-project.

Prior to the start of each sub-project, the Selected Contractor will be required to determine if the damage is superficial or structural and provide before and after photographic documentation of all areas/segments of fencing being replaced. Additionally, the selected Contractor should refer to the FEMA Barbwire Findings and Recommendation for additional information. (See Attachment P)

This bid consists of the Contractor supplying all labor, tools, equipment and materials necessary to complete the Project to the specifications herein.

The Project will commence only after a Notice to Proceed has been issued by the County.

The Contractor will complete all aspects of the project, including the submittal of required invoice, by December 31, 2022.

CONTRACT LANGUAGE:

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

All bidders are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance

requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this BID.

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

PROJECT FUNDING REQUIREMENTS:

Important Note Regarding this BID: Boulder County will be seeking federal reimbursement through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program for costs incurred in connection with any award made pursuant to this RFP.

Specifications and a sample contract with a FEMA-specific addendum are attached. The selected Contractor shall execute the attached addendum as part of any contract with the county and comply with all FEMA requirements set forth in that addendum.

The Project shall be completed in compliance with the Contract documents prepared by the County and with all Federal and State regulations.

The Submittal Checklist gives a complete list of additional documentation required for evaluation of the bids.

The selected Contractor will comply with all state and local licensing requirements, including but not limited to, filing the State of Colorado Statement of Foreign Entity Authority paperwork, if contractor is not a Colorado company.

The selected Contractor will be required to be in and remain in good standing with the Federal Government for the duration of the contract. Any agency that is not in compliance or in violation of Federal law will not be considered by Boulder County. Boulder County will not conduct business with any entities listed on the Federal Debarment Checklist.

Boulder County and duly authorized officials of the State and Federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Contractors involving transactions related to this local program and contract.

Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project.

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

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

(b) Affirmative steps must include:

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

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

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

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

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

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

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

CERTIFICATE OF GOOD STANDING:

A copy of your business' State issued certificate submitted with your BID is required. Contractor shall be authorized to do business in the State of Colorado and shall provide the county a current Certificate of Good Standing evidencing such authorization. Furthermore, contractor shall be responsible for all applicable sales and employment taxes.

BID SECURITY:

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

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

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

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

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

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

PAYMENT & PERFORMANCE BONDS:

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

Payment and Performance Bond requirements are addressed in the attached Sample Contract. Payment and Performance bonds will be required for bids over \$50,000.00. Bonds must be received and approved, by the County, prior to work commencing. If applicable, Retainage and a Notice of Final Settlement posting will be required.

PAYMENT FOR SERVICES:

The selected Contractor may submit an invoice upon fence sub-project completion, inspection, and approval by BCPOS.

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

PRE-BID MEETING:

A Mandatory Pre-Bid meeting is scheduled, starting promptly at **9:00 a.m., May 24, 2022**. Interested Parties are asked to meet at **Costco – Superior 600 Marshall Road, Superior, CO 80027** for a meeting to each site. (**See Attachment L Pre-Bid Meeting Location.**)

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

ATTACHMENTS:

The following documents are part of this BID:

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| 1. Attachment A: | Overall Project Map |
| 2. Attachment B: | Warembourg Perimeter Fence Map |
| 3. Attachment C: | Bowes Perimeter Fence Map |
| 4. Attachment D: | Bush & Cohig Perimeter Fence Map |
| 5. Attachment E: | Arsenault Perimeter Fence Map |
| 6. Attachment F: | Mayhoffer Perimeter Fence Map |
| 7. Attachment G: | Arsenault Riparian & NE Pasture Fence Map |
| 8. Attachment H: | 5-Strand Perimeter Fence Specifications |
| 9. Attachment I: | Instructions for Fireproof Fence |
| 10. Attachment J: | Fireproof Wire-Clip-Setting Recommendations |
| 11. Attachment K: | Marshall Fire Fence Priorities Map |
| 12. Attachment L: | Pre-Bid Meeting Location |
| 13. Attachment M: | Pruning Specifications |
| 14. Attachment N: | Barbed Wire Fire Resistant Fence Specifications |

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|-------------------|---|
| 15. Attachment O: | Protected Plants and Wildlife Conservation Measures |
| 16. Attachment P: | FEMA Barbwire Findings and Recommendation |
| 17. Attachment Q: | FEMA Addendum |
| 18. Attachment R: | Sample Contract |

WRITTEN INQUIRIES:

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **May 31, 2022**. A response from the county to all inquiries will be posted and sent via email no later than, **June 3, 2022**.

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

SUBMITTAL INSTRUCTIONS:

BIDs are due at the email box only, listed below, for time and date recording on or before **10:00 a.m. Mountain Time on June 10, 2022**. A bid opening will be conducted at 11:00 a.m. via email by sending a copy of the bid tab to all who have submitted a bid.

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

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

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or 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 **BID # 7351-22** in the subject line.

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

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

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

contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

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

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Bid Security: Boulder County may require, at its discretion, bid security for construction contracts when the price is expected to exceed \$50,000 and for any other contracts as determined by Boulder County to be in its best interest. Bid security provides assurance to Boulder County that the bidder will, upon award, fulfill its bonding and contracting obligations as required by the instructions to bidders. When bid security is required, as indicated in the instructions to bidders, the following terms apply:
 - Bid security must be for an amount equal to 5 percent of the amount bid, unless otherwise stipulated in the instructions to bidders.
 - Bid security must be in the form of a bond, issued by a surety company authorized to do business in Colorado, or a bank cashier's check made payable to Boulder County.
 - Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.
 - Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive.
 - The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids. Accordingly, after bids are opened, they shall be irrevocable for a period of thirty (30) days.
 - If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.
 - Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the

terms of its winning bid, the contractor's bid shall be rejected and its bid security will be enforced by Boulder County to the extent of actual damages.



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SPECIFICATIONS

SPECIFICATIONS:

The selected, experienced and licensed Contractor will construct either traditional wood post and braces, t-posts and premium 5 strand barbed wire fencing **OR** fireproof 5 strand barbed wire fencing that is constructed completely out of metal drill stem and barbed wire at the Open Space properties below. **(See Attachments A – G for Location Maps.)** Each property will be considered a sub-project and each site will be bid as a single bid item in the bid tab.

1. Warembourg – up to 13,310 feet
2. Bowes – up to 7,507 feet
3. Cohig & Bush – up to 17,460
4. Arsenault – up to 13,960 feet
5. Mayhoffer – up to 20,960 feet

A map highlighting the priority of work is attached. **(See Attachment K Marshall Fire Fence Priorities.)**

BOULDER COUNTY RESPONSIBILITIES:

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

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

CONTRACTOR RESPONSIBILITIES:

The selected Contractor will provide all necessary tools, equipment, and labor for constructing the fences and gates noted above in the specifications here within. **(See Attachment H 5 Strand Perimeter Fence Specifications or Attachment N Barbed Wire Fire Resistant Fence Specifications.)**

Approximate fence alignments are included in the sub-project Site Maps and most of the new fence will follow existing fence alignments. As needed, the Contractor will flag proposed fence alignments

and locations of braces and gate on site for approval by the BCPOS Project Manager (PM) prior to the commencement of work. The Contractor will coordinate with the PM to identify alignments and field fit where necessary. All fence length measurements are approximate and any changes to final quantities will be paid per unit price of the item as listed on the bid tab. All associated costs shall be included in the bid.

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

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

Prior to the commencement of work, the Contractor will submit for approval to the PM a proposed project schedule detailing the work sequence and timeline for each sub-project and the full project as well as providing photographic documentation of all areas/segments of fencing being replaced.

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

VEGETATION PRUNING AND REMOVAL:

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

MATERIAL AND VEGETATION DISPOSAL:

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

SAFETY PLAN:

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

EQUIPMENT OPERATIONS AND MAINTENANCE:

To minimize the spread of invasive plant species, wash and/or inspect vehicles and equipment before entering or leaving the project sites so that they are free of all mud, vegetative matter, organic material, seeds and other debris. All equipment shall be thoroughly cleaned, including the

undercarriages, tracks, turrets, buckets, drags, teeth, tires, etc. If vehicles and equipment are not clean upon arrival on site, the PM will request the equipment and vehicles to be removed from the site and cleaned.

RIGHT-OF-WAY (ROW):

If working within the ROW, Contractor will need to provide written documentation on their “Method of Handling Traffic” prior to beginning work and any issued permits from local or state entities allowing this work to take place. The narrative should include proposed equipment used, duration of time in the ROW, using signage or flaggers. The Traffic Plan shall be submitted to the BCPOS PM prior to commencement of work.

HAZARDOUS MATERIALS:

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

CULTURAL AND PALEOTOLOGICAL RESOURCES:

If, during the course of fieldwork, including any ground disturbance activities, unmarked graves, burials, human remains, archaeology artifacts, fossils, fossil fragments, bones, or other undetermined features are discovered, the contractor shall immediately stop work in the vicinity of the discovery, secure the site, flag off the area of discovery with a 10 ft. radius, and take all reasonable measures to avoid or minimize harm to the finds. The contractor shall notify the County immediately if any of the aforementioned resources are discovered during the course of fieldwork or ground disturbance activities. No further action shall occur within the secured vicinity of the discoveries until the County has completed its onsite review and determined if any further steps are required.

Prior to the start of the project, the County shall provide a short onsite training to key contractor personnel concerning the identification, security measures, and notification protocol for any discoveries.

PROTECTED PLANTS AND WILDLIFE CONSERVATION MEASURES:

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

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

Prior to commencement of work, the BCPOS PM and Contractor shall discuss and define haul routes, access points, staging and fueling areas, limits-of-disturbance and areas of no entry for

equipment and as needed, delineate such on the ground with plastic construction fencing or flagging prior to any ground disturbance or vegetation removal.

PERMITS, LICENSES, LOCATES AND CODES:

The selected Contractor shall have full responsibility for identifying and obtaining, prior to the start of work, and for maintaining throughout the term of the Project, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work on the Project satisfy the provisions of this paragraph.

Contractor is responsible to contact and coordinate with utility companies regarding protection of existing utilities and special requirements at utility crossing locations, as well as, other conditions where work is nearby existing utilities. Contractor shall be responsible for all costs of coordination with utilities including, but not limited to: outages, protection or support and any fees for costs from the utility.

CONTRACTOR LICENSING:

It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

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

PROJECT COMPLETION SCHEDULE:

The date of completion will be on or by **Friday, December 30, 2022.**

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

CHANGE ORDERS:

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space

property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

HOURS OF OPERATION:

Contractor work hours shall be designated as **Monday through Friday, 7:00 a.m. to 5:30 p.m.** Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

OWNERSHIP OF WORK PRODUCT:

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

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

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



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

INSURANCE AND W-9 REQUIREMENTS

PAYMENT & PERFORMANCE BONDS:

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

INSURANCE REQUIREMENTS:

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

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

Worker's Compensation and Employer's Liability
 Statutory limits

***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 or your proposal will be deemed non-responsive. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) 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.

SAM.gov REGISTRATION:

Please provide a copy of your business' registration in sam.gov with your proposal.

DUNS NUMBER:

Please provide your business' DUNS number with your proposal.



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Boulder, CO 80302
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SUBMITTAL SECTION

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

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

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

	SAM.gov Registration
	Signature Page
	Addendum Acknowledgement(s) – IF APPLICABLE

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE: Bidder will check one box indicating compliance:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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BID TAB

Warembourg Perimeter Fence: Traditional & Fireproof Fence Construction

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Cost</u>
1	Install up to ~13,310 feet of 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	13,310	feet	\$ _____	\$ _____
2	Install up to ~13,310 feet of Fireproof 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and Line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	13,310	feet	\$ _____	\$ _____
Subtotal					\$ _____

Bowes Perimeter Fence: Traditional & Fireproof fence construction

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
1	Install up to ~7,507 feet of 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	7,507	feet	\$ _____	\$ _____
2	Install up to ~7,507 feet of Fireproof 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	7,507	feet	\$ _____	\$ _____
Subtotal					\$ _____

Cohig & Bush Perimeter Fence: Traditional & Fireproof fence construction

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
1	Install up to ~17,460 feet of 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and Line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	17,460	feet	\$ _____	\$ _____
2	Install up to ~17,460 feet of Fireproof 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	17,460	feet	\$ _____	\$ _____
Subtotal					\$ _____

Arsenault Perimeter Fence: Traditional & Fireproof fence construction

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
1	Install up to ~13,960 feet of 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	13,960	feet	\$ _____	\$ _____
2	Install up to ~13,960 feet of Fireproof 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	13,960	feet	\$ _____	\$ _____
Subtotal					\$ _____

Mayhoffer Perimeter Fence: Traditional & Fireproof fence construction

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
1	Install up to ~20,960 feet of 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and Line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	20,960	feet	\$ _____	\$ _____
2	Install up to ~20,960 feet of Fireproof 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and Line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	20,960	feet	\$ _____	\$ _____

Subtotal \$ _____

Arsenault Riparian & NE Pasture Fence: Traditional & Fireproof Fence Construction

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
1	Install up to ~10,104 feet of 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and Line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	10,104	feet	\$ _____	\$ _____
2	Install up to ~10,104 feet of Fireproof 5 Strand Barbed Wire Fence. Repair or replace H-braces, corner brace and Line braces. Vegetation pruning and removal. Remove and dispose old fence and braces.	10,104	feet	\$ _____	\$ _____
				Subtotal	\$ _____
				<u>BID TOTAL</u>	\$ _____

Alternative Bid Items

<u>Item Number</u>	<u>Item Description</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Cost</u>
Alt. 1	Install one (1) 16' HD steel gate with gate braces	1	LS	\$ _____	\$ _____
Alt. 2	Install one (1) 12' HD steel gate with gate braces	1	LS	\$ _____	\$ _____
Alt. 3	Install one (1) H-brace	1	LS	\$ _____	\$ _____
Alt. 4	Install one (1) corner brace	1	LS	\$ _____	\$ _____
				Subtotal	\$ _____



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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.

How to Register a New Entity in SAM.gov

Helpful Information

What is an Entity?

An entity is any person who or organization that is registered to do business with the federal government. You must have an active entity registration in SAM.gov to receive a federal contract or federal assistance.

SAM.gov is the official free, government-operated website for management of government awards. There is NO charge to register or maintain your entity registration record in SAM.gov.

What do I need to get started?

Unique Entity Identifier (UEI):

You need a Unique Entity Identifier, (UEI) to register your entity in SAM.gov. UEIs are unique for each physical location you register. If you do not have one, request a UEI for **free** by visiting [Dun & Bradstreet \(D&B\)](#). The authoritative UEI at this time is the Data Universal Numbering System (DUNS) Number. It takes no more than 1-2 business days to obtain a DUNS.

Taxpayer Identification Number (TIN):

You need your entity's Taxpayer ID Number (TIN) and Taxpayer Name (as it appears on your most recent tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN. Your TIN is usually your Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS). Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) as their TIN; however, we strongly encourage you to obtain a [free EIN from the IRS](#). Allow approximately two weeks before your new EIN is ready for use when registering in SAM.gov.

Login to SAM.gov

1. Navigate to SAM.gov.
2. Select the “Sign In” button in the upper right corner. Select “Accept” to accept the US Government System terms.
3. After selecting “Accept,” the system will redirect you to login.gov.
4. Enter your login.gov credentials and select “Sign In.” The system may prompt you to enter a one-time security code. (You will receive this code via the authentication method you selected during account creation.)

Note: If you do not already have a Login.gov account, please create an account.

5. After signing in, the system will redirect you to your SAM.gov workspace.

Start a New Entity Registration in SAM.gov

1. From the Workspace select the “Register Entity” button.
2. Select the “Start Registration” button at the bottom of the registration overview page.
3. Review the Before You Start information and gather all required information needed to complete your registration.
4. Select the “Continue” button to proceed.
5. Complete and submit the online registration. If you have all the necessary information ready, this should take approximately 45 minutes to complete. The time to complete could vary depending on the size and complexity of your registration. Steps to complete the registration follow in the next section.

Completing an Entity Registration in SAM.gov

1. Select your type of entity.
2. If you are registering in SAM.gov to conduct business with the government through contracts, select “I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.”
3. Complete the Core Data section:
 - Validate your UEI information on the page.
 - Enter Business Information (TIN, etc.) This page is also where you create your Marketing Partner Identification Number (MPIN). Remember your MPIN as it will serve as your electronic signature for the IRS Consent to Disclosure of Tax Information on the following page.

- Enter your CAGE Code if you have one. CAGE codes are tied to your UEI and cannot be reused. If you do not have a CAGE Code for the UEI you are registering, do not worry; we will assign one after your registration is submitted. Foreign registrants must enter their NCAGE Code before proceeding.
 - Enter General Information (business types, organization structure, etc.) about your entity.
 - Provide your entity's Financial Information, i.e., U.S. bank Electronic Funds Transfer (EFT) Information for federal government payment purposes. Foreign entities do not need to provide EFT information.
 - Answer the Executive Compensation questions.
 - Answer the Proceedings Details questions.
 - Provide your public search authorization. If you choose to limit the users who can search, a federal user will need to be logged in to view your registration.
4. Complete the "Assertions" section:
- Enter your entity's goods and services using North American Industry Classification System (NAICS) Codes and Professional Services Council (PSC) codes.
 - Enter your entity's size metrics.
 - Enter optional Electronic Data Interchange (EDI) information.
 - Enter optional Disaster Response Information.
5. Complete the Representations & Certifications section, which comprises the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions/clauses, Architect-Engineer Responses (SF330 Part II), and the Financial Assistance response page.
6. Complete the Points of Contact (POCs) section:
- Your Electronic Business POC is essential to the procurement process. Other government systems, such as the CAGE program, will use your government POC to contact you. List someone with direct knowledge of this registration for both of those POCs.
7. Make sure to select "Submit" after your final review.

You will receive a Registration Submitted – Confirmation message on the screen. If you do not see this message, you have not submitted your registration.

How long will it take?

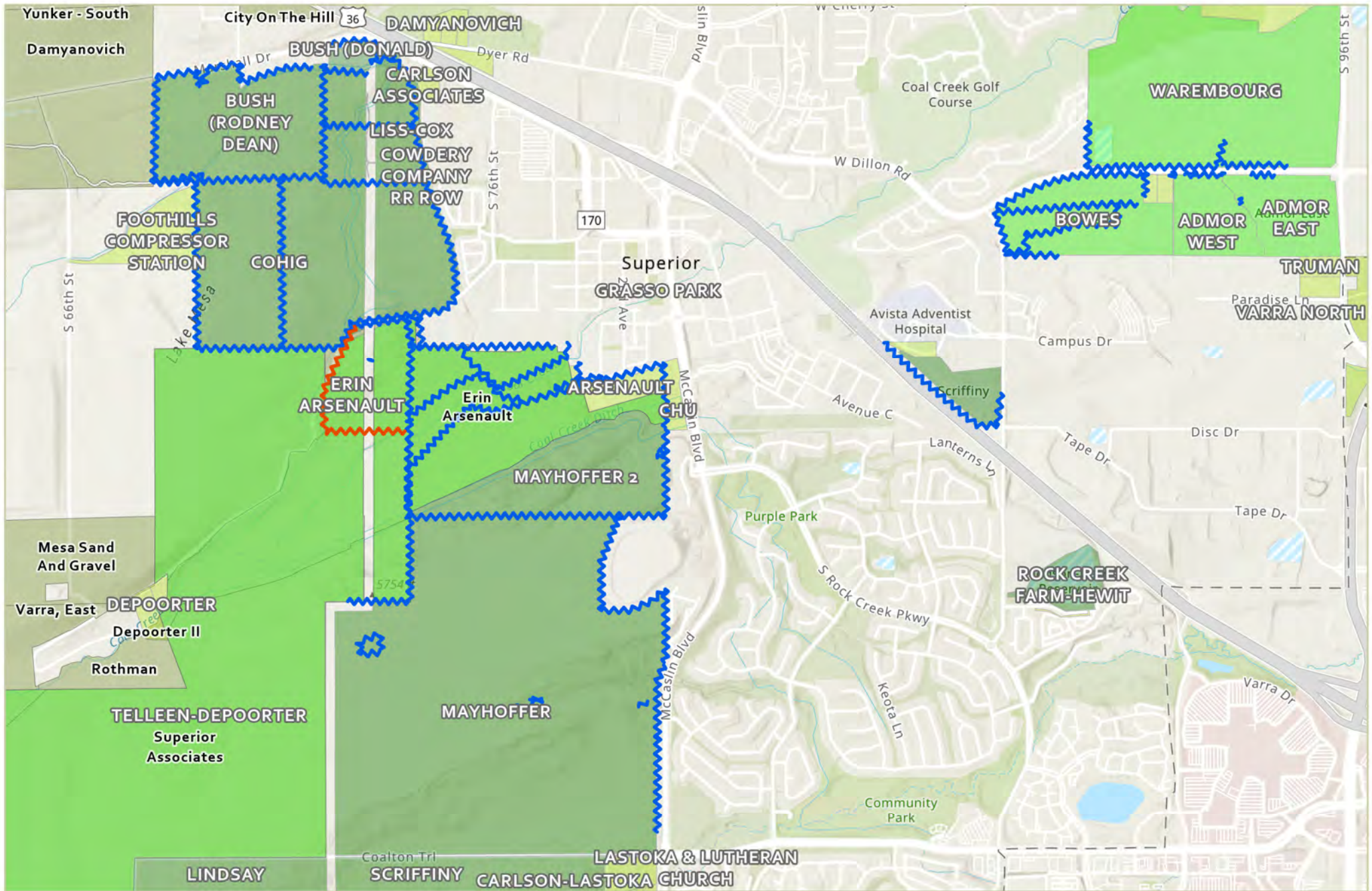
Allow up to **12-15 business days** after you submit before your registration is active in SAM.gov.

How do I check the status of an Entity Registration



1. Login to SAM.gov (Registration Status is not available without login)
2. From your workspace, select Home from the menu, then select “Check Registration Status” on the homepage. The same “Check Registration Status” is also located on the Entity Registration landing page
3. From the check entity registration status you can enter a public entity's Unique Entity Identifier, CAGE code, or EFT Identifier
4. The status provides a quick summary for an entity, displaying the progress of that entity's most recent record. It will also display what steps remain until it is completed. The steps required are determined based on the purpose of registration.
5. Select the topic under the ‘More About’ for additional help on any of the status symbols or steps
6. To get the full entity details with reps and certs or any exclusions or to see non-public entities, you will need to use the main search.



For FREE help registering in SAM.gov, contact support at the [Federal Service Desk \(FSD\)](#).



Marshall Fire Fence Damage on Open Space



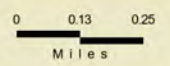
2022

-  BCPOS Fence Responsibility
-  OSMP Fence Responsibility

-  County Open Space
-  Joint County and Municipal Open Space

-  County Conservation Easement
-  County Miscellaneous Easement

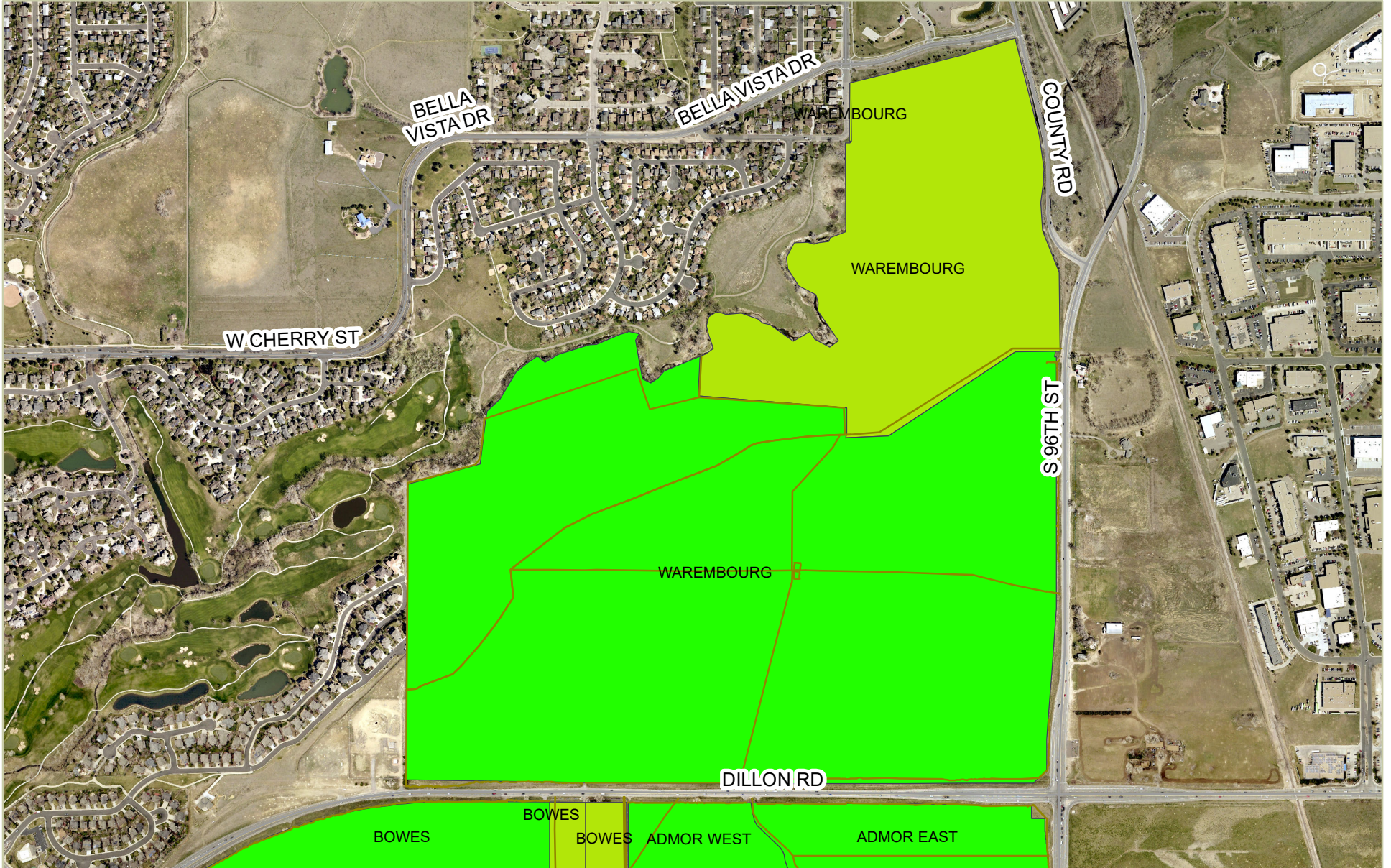
OSMP Open Space



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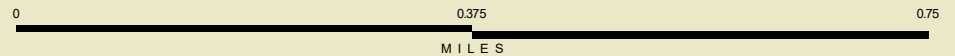
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#1 Warembourg Perimeter Fence

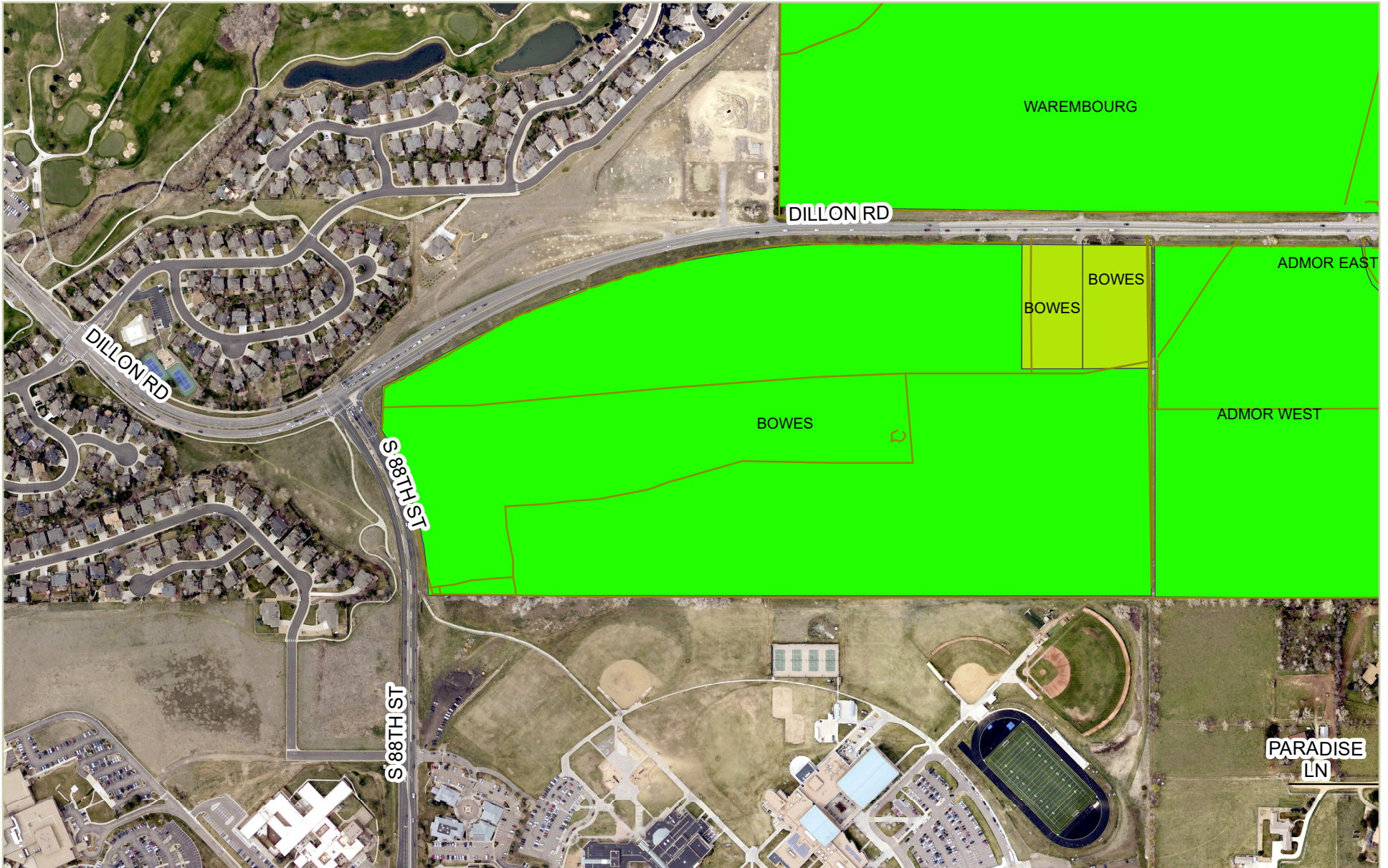


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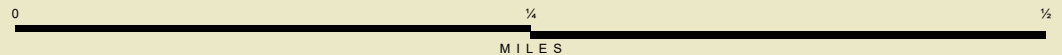
#2 Bowes Perimeter Fence



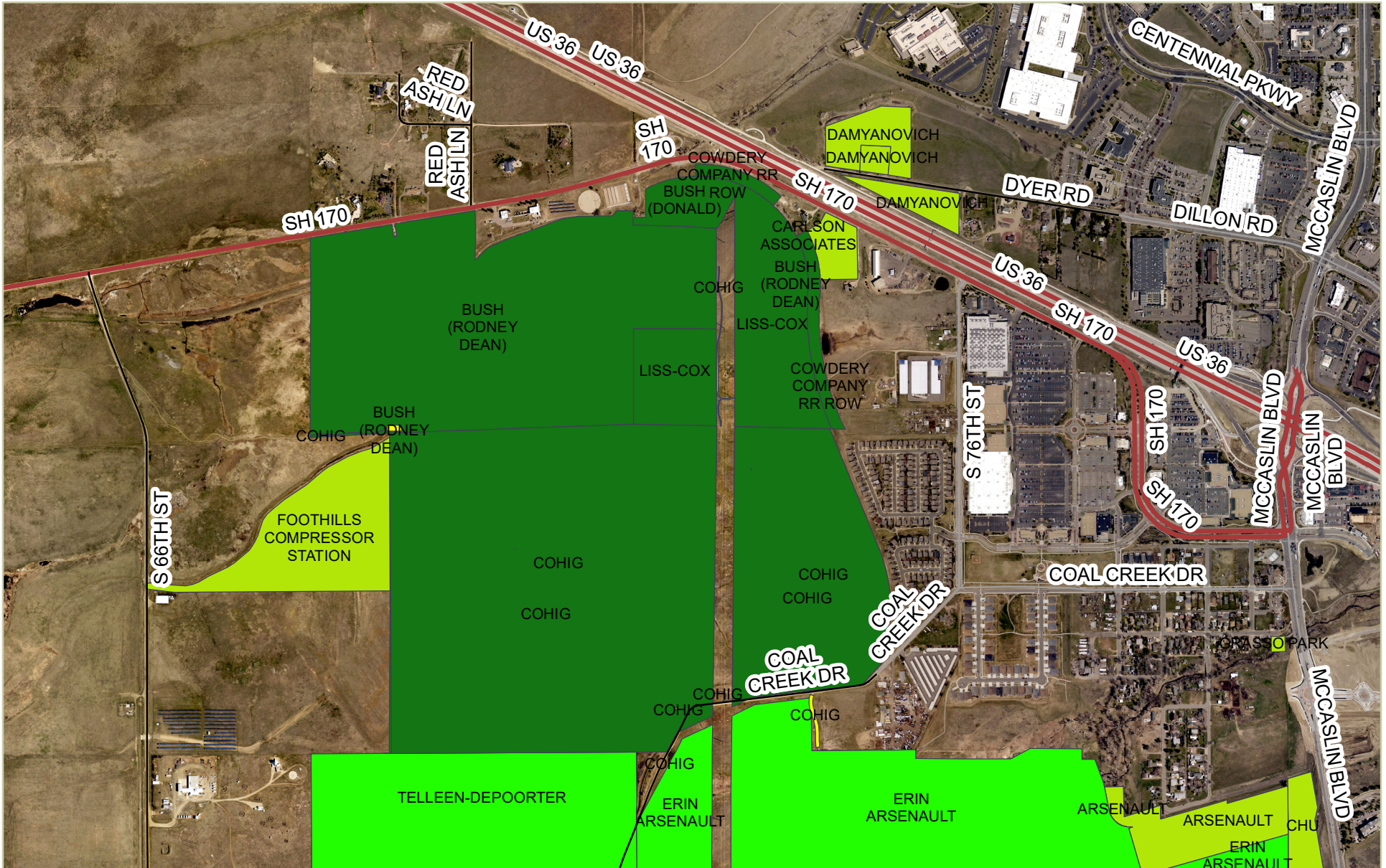
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2022

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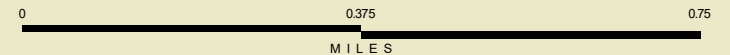
#3 Bush & Cohig Perimeter Fences



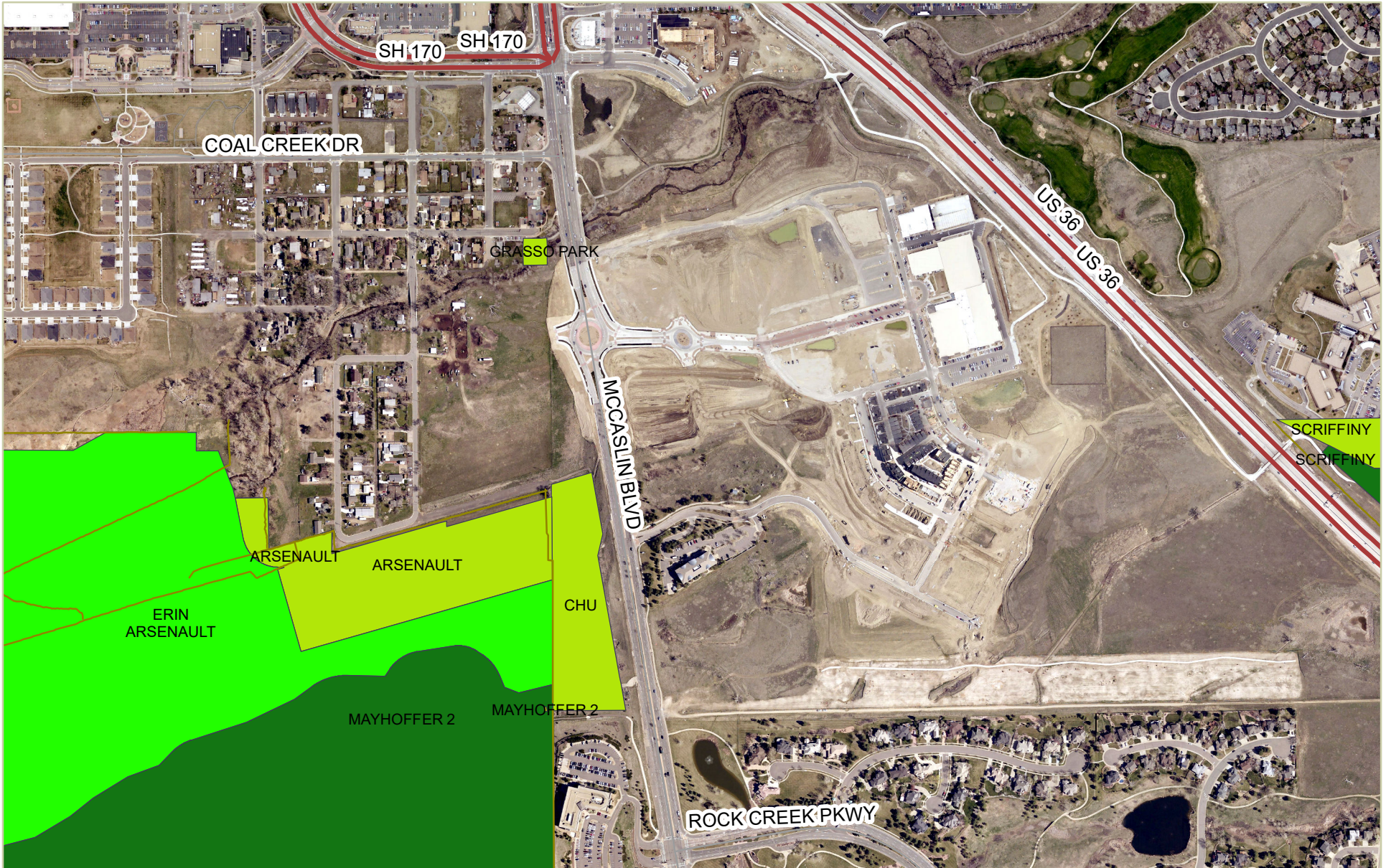
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FILE: V:\gis\palag\Staff\Jason\2022 Projects\Marshall fire\Bush & Cohig.mxd

2022

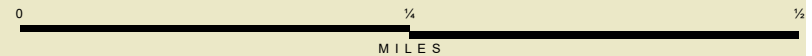


#4 Arsenault Perimeter Fence



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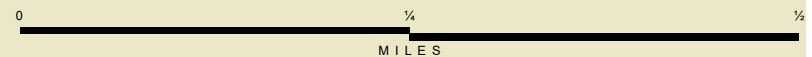
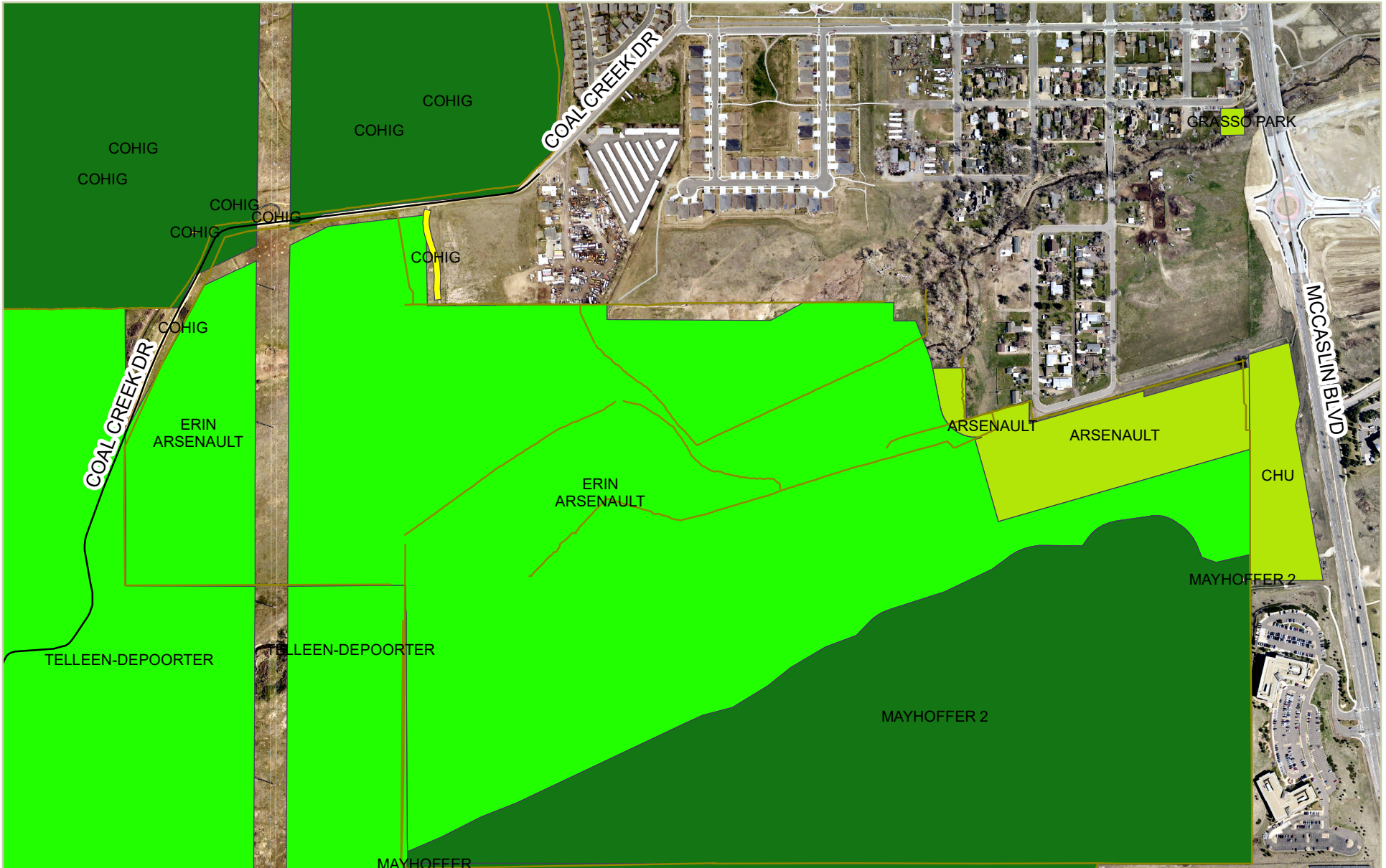
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#5 Mayhoffer Perimeter Fence



#6 Arsenault Riparian & NE Pasture



Attachment H

SPECIFICATIONS FIVE (5) STRAND BARBED WIRE

1. All zinc-coated steel wire will be 12 1/2 gage with class 1 coating
All staples, nails and brace pins will be galvanized.
2. The fence will consist of **five strands** of barbed wire; the **top** wire **48"**, the **bottom** wire at **12"** and the middle three wires to be equally spaced between the top and bottom wires.
3. **NO STAYS**
4. **Metal posts** shall be standard "Studded Tee" and **6' long**. All "T" posts are to be sunk to top of spades and **spaced at 12 foot intervals**, approximately.
5. All wood posts are to be A.C.Q. pressure treated.
 - * **Line posts** are to have a minimum diameter of **5 inches, be 6 1/2** long and be buried or driven at least **30" deep**. Wood line posts be spaced at **96 foot intervals**, approximately.
 - * **Brace posts** are to have a minimum diameter of **6 inches, be 8 feet long** and be buried or driven at least **42" deep**. Unless driven, all wood corner and "H" brace posts are to be concreted using fi sack concrete mix only, no post mix; allow to cure 48 hours before wire is attached. **Brace rails** are to have a minimum diameter of **4" and be 8 feet long**.

6. Barbed wire braces are single span. Each brace assembly shall use a minimum of **two wraps** of HTF or 9 gauge smooth wire as the **wire diagonal**.
7. All **wire terminations** will be **double wrapped** at wood posts. **Wire** will be **cut and terminated at corner posts**, not run continuously through the corner assembly.
8. Metal gates are 2" dia, 16 gauge tubing, six (6) rails, 50" high painted green

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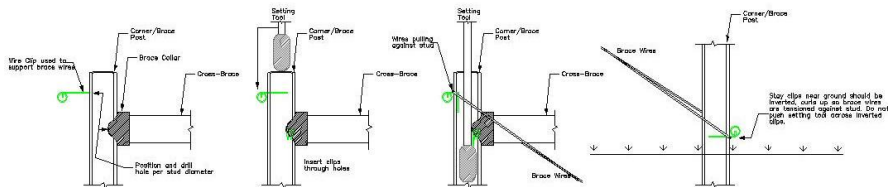
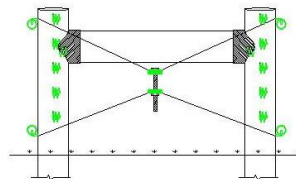
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Instructions

- Cross Brace Collar Recommendations : For customers cutting their own cross brace posts.
- Place two brace collars on the cross brace bar with ears facing opposing ends.
 - Level cross brace bar to desired height.
 - Rotate the brace collar so that cope fits tightly against the end/brace post.
 - Hold collar firmly against post and drill out contact point(s) with proper bit.
 - Insert wire clip through collar and post. Bend tail of clip inside post with setting tool.
 - Mark and drill holes for wire clips to be used as stay points for brace wires.
 - Brace wires should be pulled against the penetrating stud and not through the curls for maximum shear resistance.
 - A wire clip may also be used to hold a winding bar stationary against the cross brace bar.
 - It is best to avoid placing studs in direct conflict vertically even from opposing directions.
- Please reference the diagrams below for additional clarity.



Document	Prepared By:	Fireproof Fencing PO Box 796 Big Horn, WY 82833 www.fireproof-fencing.com	Sheet 1 of 1
Brace Collar Detail			

Brace Collar Assembly Instructions

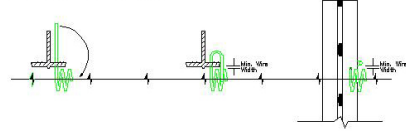
For customers cutting their own cross brace posts. Please reference the diagrams below for additional clarity and instructions to ensure the best quality installation.

T-Post Clip Recommendations :

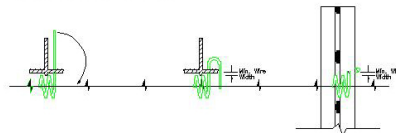
- The tail for the wire clips can be folded perpendicular to the coils in either direction.
- The primary objective is to maintain a wire width of separation between the coils and the bent end of the clip and the t-post face.
- The tail for the wire clips can also be bent parallel toward the curls. Recommended only in junction with woven wire.
- Do not bend the tail for the wire clip away from the curls.

Please reference the diagrams below for additional clarity.

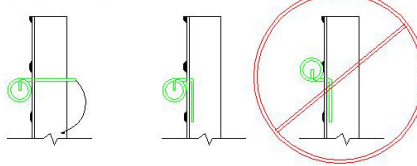
Perpendicular Clip Bend (1)



Perpendicular Clip Bend (2)



Parallel Clip Bend



Document	T-Post Clip Detail		Prepared By: Fireproof Fencing PO Box 796 Big Horn, WY 82833 www.fireproof-fencing.com	Sheet 1 of 1
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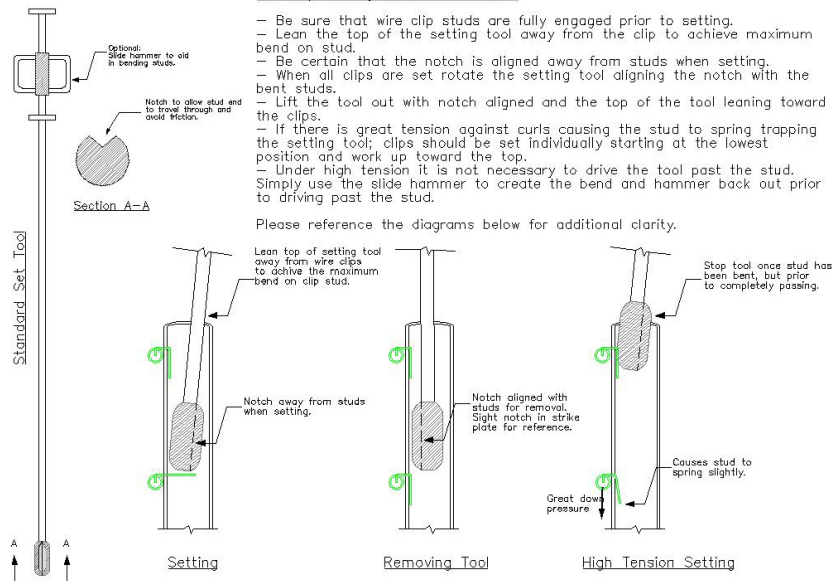
T-Post Clip Instructions

T-Post Clip recommendations and diagrams to provide clarity during installation and set up.

Wire Clip Setting Recommendations :

- Be sure that wire clip studs are fully engaged prior to setting.
- Lean the top of the setting tool away from the clip to achieve maximum bend on stud.
- Be certain that the notch is aligned away from studs when setting.
- When all clips are set rotate the setting tool aligning the notch with the bent studs.
- Lift the tool out with notch aligned and the top of the tool leaning toward the clips.
- If there is great tension against curls causing the stud to spring trapping the setting tool; clips should be set individually starting at the lowest position and work up toward the top.
- Under high tension it is not necessary to drive the tool past the stud. Simply use the slide hammer to create the bend and hammer back out prior to driving past the stud.

Please reference the diagrams below for additional clarity.



Document	Clip Set Detail		Prepared By: Fireproof Fencing PO Box 796 Big Horn, WY 82833 www.fireproof-fencing.com	Sheet 1 of 1
----------	-----------------	--	---	-----------------

Wire Clip Setting Recommendations

Suggestions when setting up Wire Clips. Click to view our list of recommendations.

See How-To
(how-to/wire-clip-setting)

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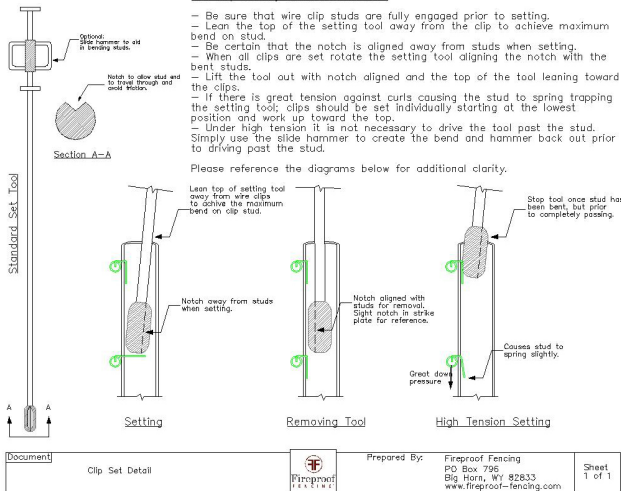
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Wire Clip Setting Recommendations

Wire Clip Setting Recommendations :

- Be sure that wire clip studs are fully engaged prior to setting.
- Lean the top of the setting tool away from the clip to achieve maximum bend on stud.
- Be certain that the notch is aligned away from studs when setting.
- When all clips are set rotate the setting tool aligning the notch with the bent studs.
- Lift the tool out with notch aligned and the top of the tool leaning toward the clips.
- If there is great tension against curls causing the stud to spring trapping the setting tool, clips should be set individually starting at the lowest position and work up toward the top.
- Under high tension it is not necessary to drive the tool past the stud. Simply use the slide hammer to create the bend and hammer back out to driving post the stud.

Please reference the diagrams below for additional clarity.



- Wire Clips:**
 - Wire clips are offered in two sizes. The light weight clip is constructed with 7/8" diameter rod and the heavy weight clip is constructed with 1" diameter rod.
 - The clip is designed to be used on 2" or 2 1/2" posts.
 - The clip is designed to be used on 1/2" posts to avoid being pulled over if wires are installed.
 - The clip is designed to be used on 1/2" posts to avoid being pulled over if wires are installed.
 - The clip is designed to be used on 1/2" posts to avoid being pulled over if wires are installed.
- Wire Clips:**
 - Wire clips are offered in two sizes. One clip is constructed to fit over a 2-1/2" post and the second clip is constructed to fit over a 2-1/2" post.
 - The clip is designed to be used on 1/2" posts to avoid being pulled over if wires are installed.
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(https://www.youtube.com/channel/UChODDN9Te_GwG77zd3nupGQ/videos)



(https://www.instagram.com/fireprooffencing)

Marshall Fire fence priorities

BUS-2
Rangeland
-
Native
55.5

#5 Bush & Cohig Perimeter

#3 Arsenault Perimeter

#4 Arsenault Interior

MAYH-1
Rangeland
-
Native
561.8

#6 Mayhoffer
East Side

WAR-1
Out
of
Production
6.1

WAR-15
Dryland
Perennial
Grass
41.9

WAR-16
Irrigated
Crop
19.3

WAR-17
Irrigated
Crop
53.7

WAR-18
Out
of
Production
2.5

WAR-19
Irrigated
Crop
48.4

WAR-20
Irrigated
Crop
38.3

#2 Warembourg

BOW-8
Irrigated
Crop
20.4

BOW-3
Rangeland
-
Introduced
2.4

BOW-5
Irrigated
Crop
13.6

BOW-2
Irrigated
Crop
14

BOW-6
Irrigated
Crop
15.9

ADM-1
Irrigated
Crop
1.5

ADM-2
Irrigated
Crop
11.7

ADM-6
Irrigated
Crop
20.1

ADM-9
Irrigated
Crop
13.9

ADM-10
Irrigated
Crop
11.8

ADM-11
Out
of
Production
2.5

#1 Boves

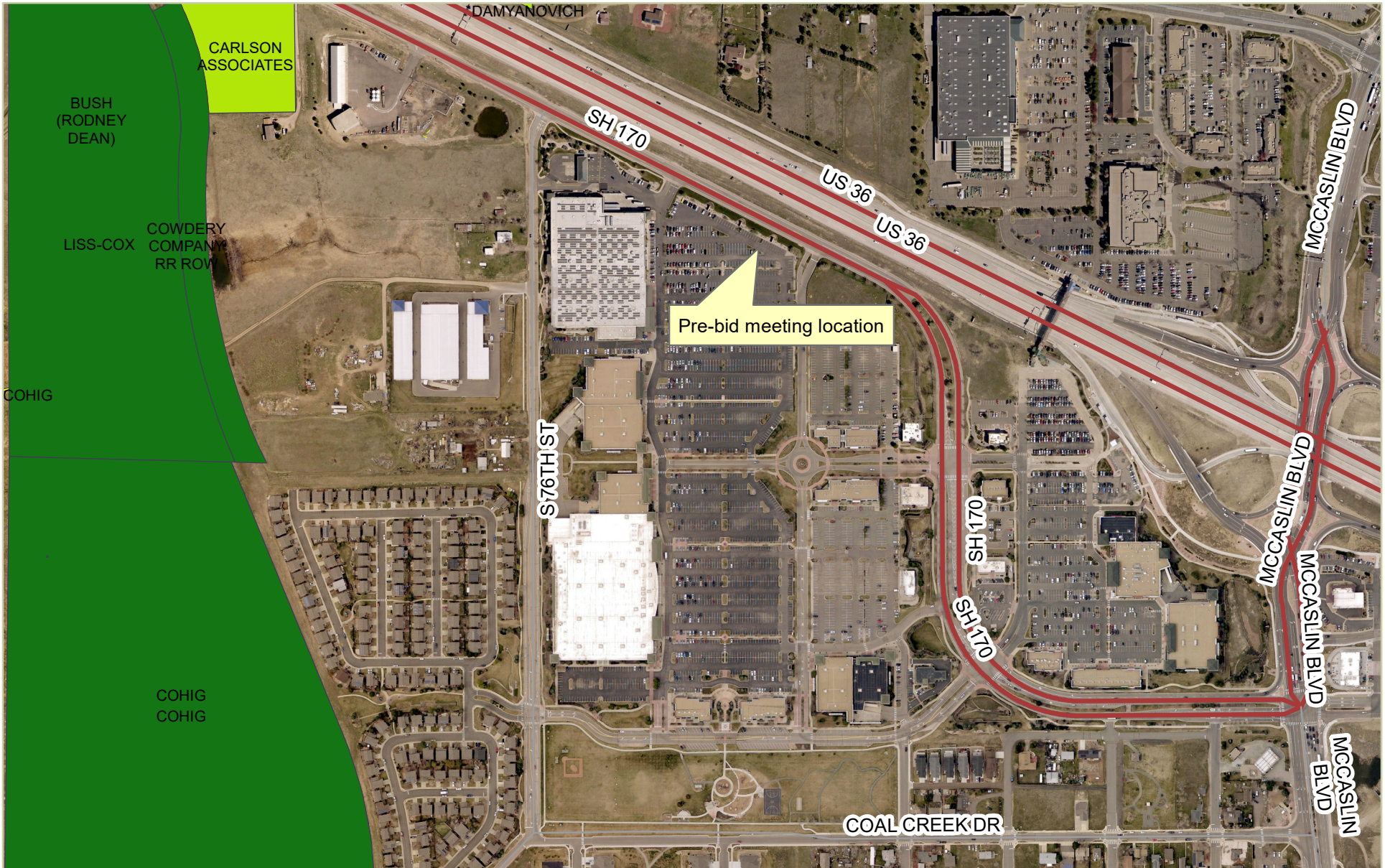
HOD-1
Out
of
Production
18.8



0 1,400 2,800 5,600 Feet

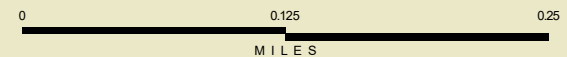


Pre-bid meeting location



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Attachment M Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

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

In summary:

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

See attached pages for additional details.



REMOVAL CUTS

Locating the Right Spot to Make the Cut

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

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

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

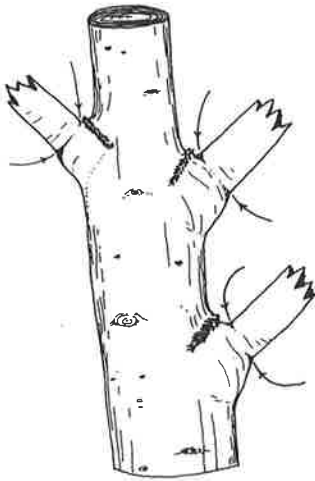
Final cuts to remove lateral branches from parent branches or branches from trunks must be made just beyond the swollen collar, if present, at the base of the branch. In addition, always make the cut to the outside of the branch bark ridge or stem bark ridge (Figure 5-4). Because the swollen collar typically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

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

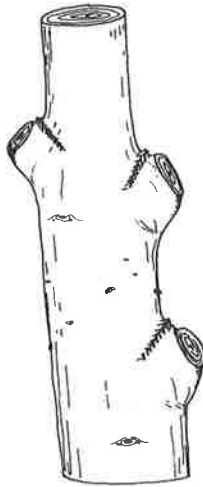
On the other hand, you should not leave a branch stub by cutting too far beyond the collar (Figure 5-4, far right). A stub longer than about $\frac{1}{8}$ inch is probably too long for a small-diameter branch, whereas one longer than $\frac{1}{4}$ inch in a large branch is unnecessary. Branch stubs are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



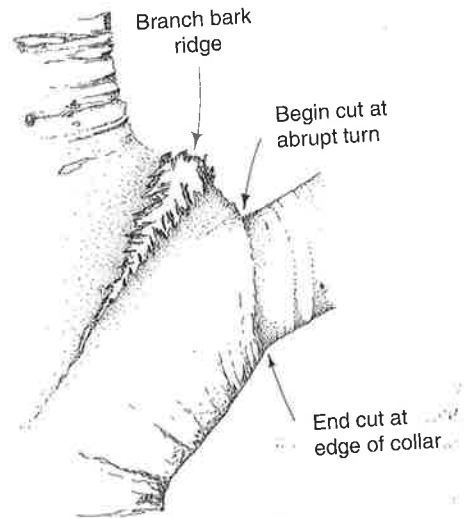
Pruning technique: branch collar present

Side view
of correct cuts

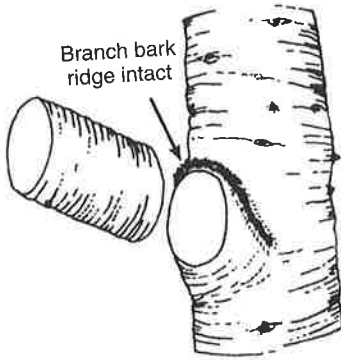
Before pruning



After pruning



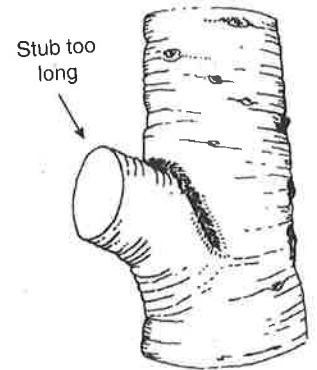
Front view



Correct collar cut



Flush cut: an incorrect cut



Stub cut: an incorrect cut

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

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

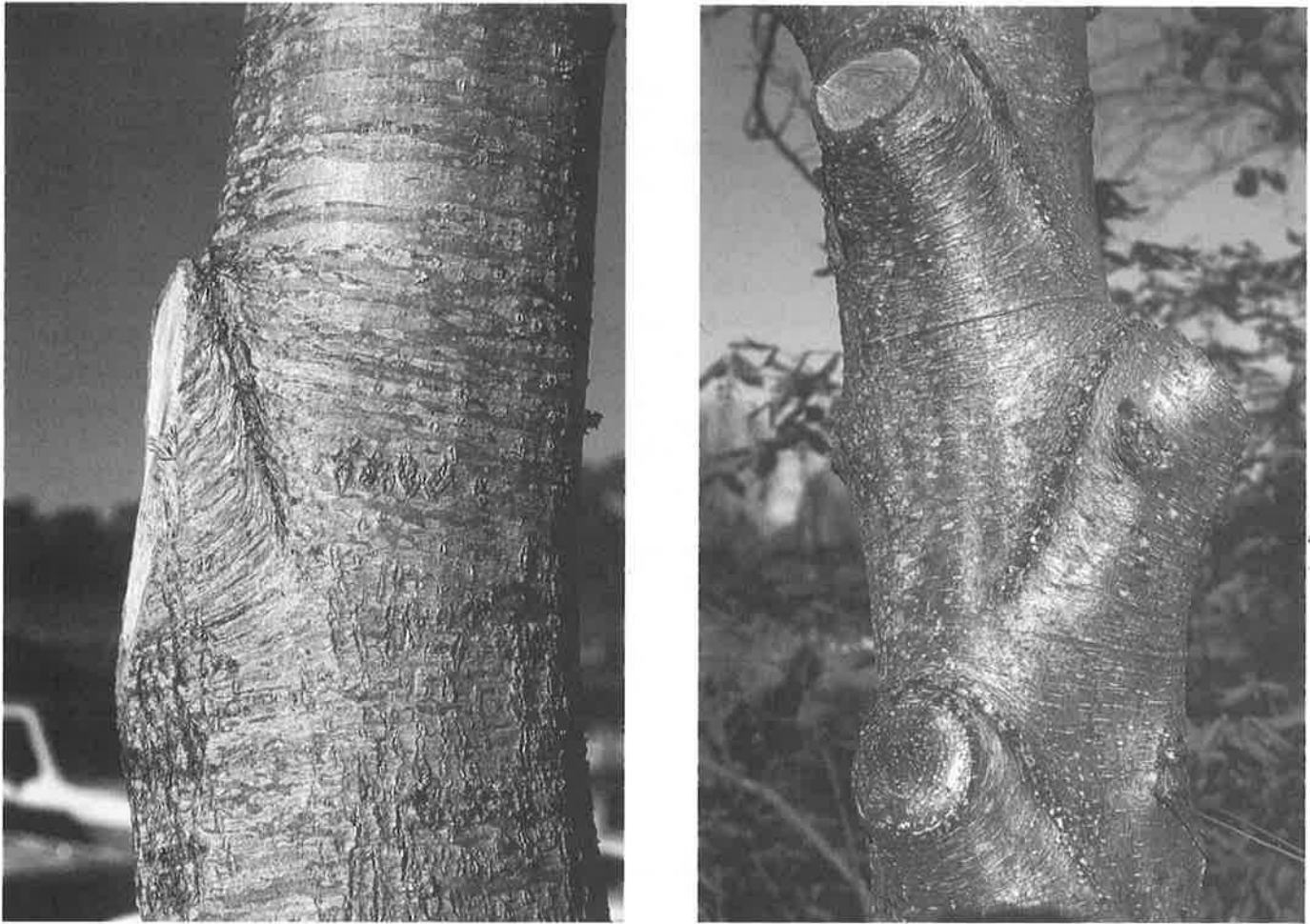


FIGURE 5-5. This cut (left) was made too close to the trunk. The edge of the branch bark ridge was removed on top of the cut, and the collar was cut into on the bottom. These three cuts (right) were made properly. Notice the intact branch bark ridge and the circular cross-section of the cut. The circular,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

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

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



Pruning technique: branch collar absent

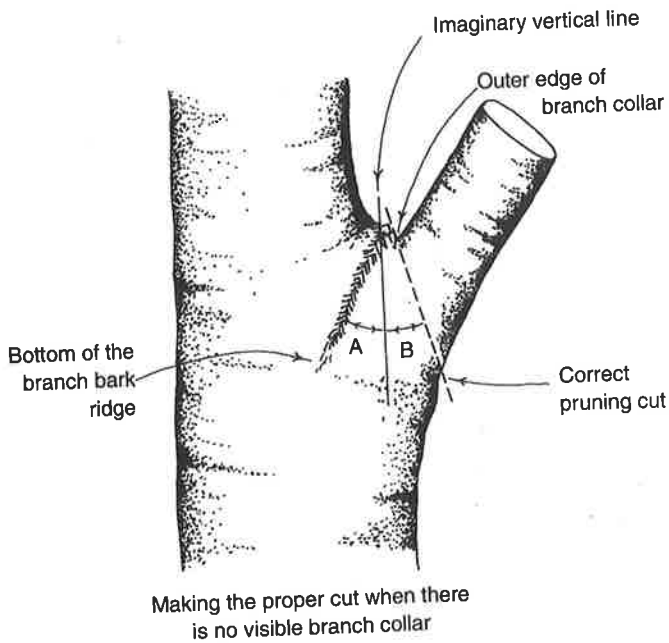


FIGURE 5-6. If the bottom of the branch collar is hard to see, estimate angle B by drawing an imaginary vertical line as shown (parallel with the trunk). Beginning on top of the branch, at the outer edge of the branch collar, make a pruning cut so that angle B is greater than or equal to angle A. The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

Pruning technique: included bark in crotch

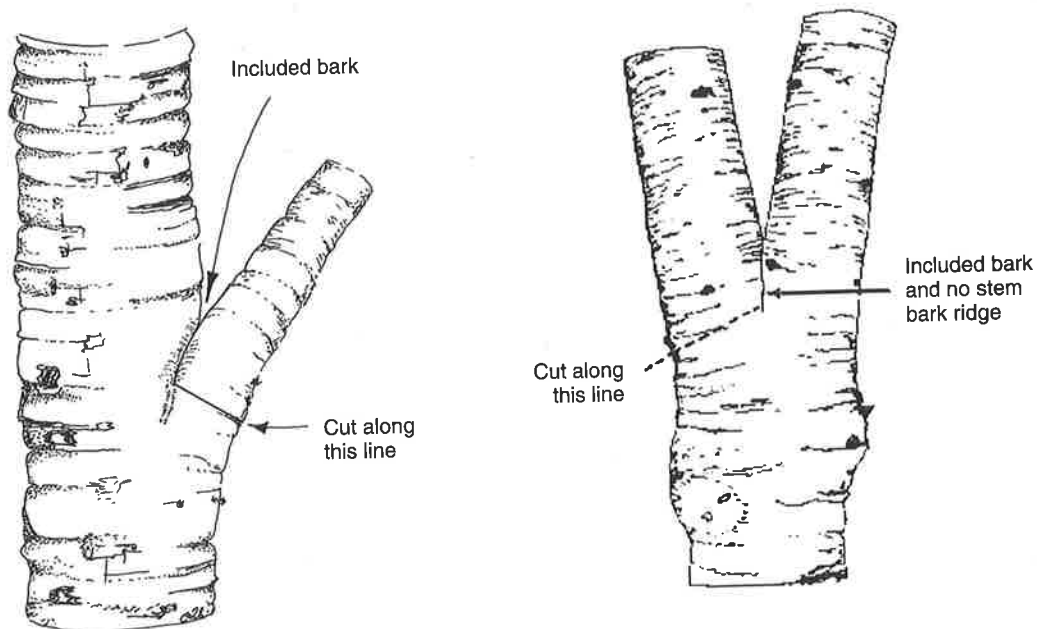


FIGURE 5-7. Remove a branch or stem with included bark by cutting as far down into the union without injuring the trunk that will remain.

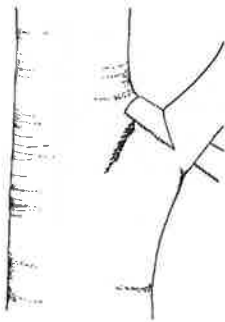
Making the Cut

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

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

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

Cut down on branches with wide unions



Cut up on branches with tight unions

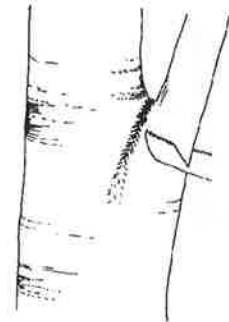


FIGURE 5-8. Some limbs can be cut from the top of the branch toward the branch bottom (left). If the crotch is tight and the saw will not fit from the top at the correct cutting angle, make the cut from the bottom up (right).

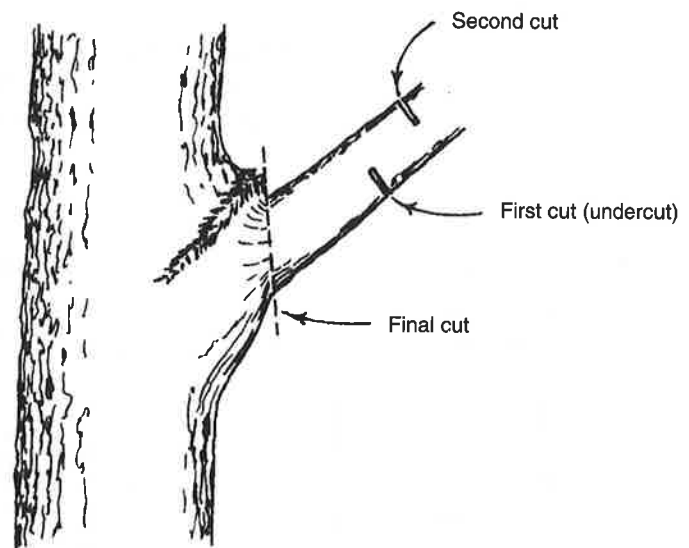


FIGURE 5-9. A drop cut. To remove a branch over 1 inch in diameter, make the first cut on the underside to the depth at which the saw nearly binds (about $\frac{1}{3}$ of the way through). Make the second cut through the branch at a point 1 to 2 inches beyond the first cut. The final cut is made outside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

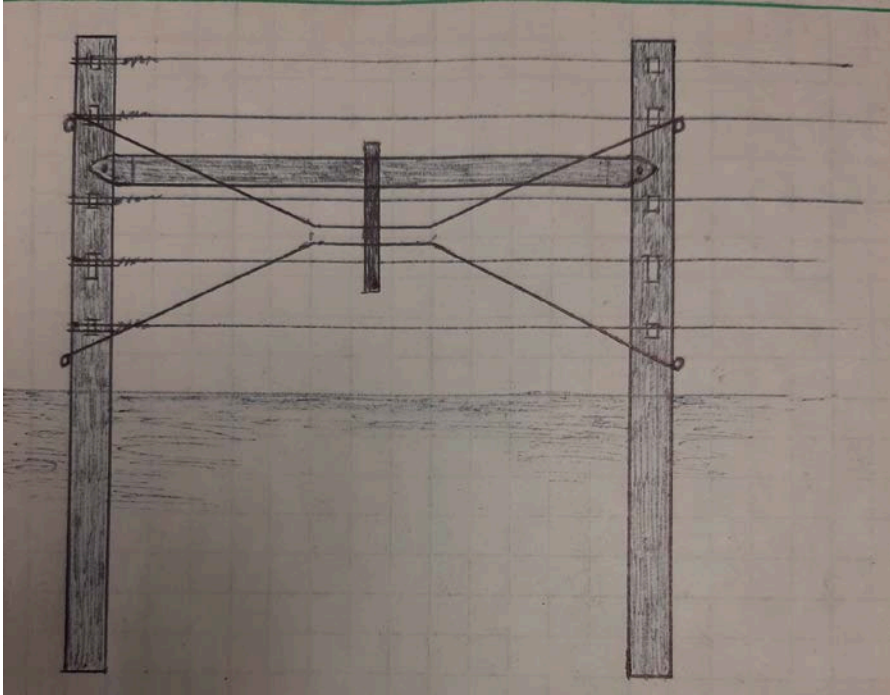


Agricultural Fence Specifications:

Barbed Wire Fire Resistant Fences

- **Premium 2 point barbed wire (# of strands specified for each project)**
 - **Top strand 48" from ground height**
 - **Bottom strand 16" from ground height**
 - **Middle strands evenly spaced between top & bottom strands**
 - **Wire double wrapped & tied off at ends of run**
- **Corners, ends, & gate braces**
 - **2 7/8" x 8' steel pipe upright posts, driven 3' 6" deep**
 - **2 3/8" diameter (min.) steel horizontal brace**
 - **Horizontal notched to fit upright posts, welded or drilled & screwed in place**
 - **Wire spacing maintained with Fireproof Fencing™ wire clips, Tincup Creek weld-on lay-down clips, or equivalent**
 - **"X" pattern tensioned cross wires with tensioning stick tight against horizontal**
 - **All pipe posts need to be plugged at exposed open ends; either concrete or welded steel plug**
- **Line posts**
 - **12' post spacing, no stays**
 - **(10) 6'x1.33 premium steel t-posts between each 2 7/8" x 8' steel pipe line post**
 - **Steel pipe posts driven 3' 6" deep**
 - **Steel t-posts driven to 4' 6" height**
 - **2 7/8" steel pipe line posts use Fireproof Fencing™ wire clips, Tincup Creek weld-on laydown clip, or equivalent stretch-through clip design**
 - **T-posts use Fireproof Fence™ wire clip, Tincup Creek permanent t-post clip, or equivalent stretch-through design**
 - **All pipe posts need to be plugged at exposed open ends; either concrete or welded steel plug**
- **Gates**
 - **Length of gate dependent on specific sites and property use**
 - **Heavy Duty steel tube gates with welded collar hinges and through-bolt style mounting.**
 - **Gate mounting height 12" from ground to bottom gate tube**

H-Brace Diagram



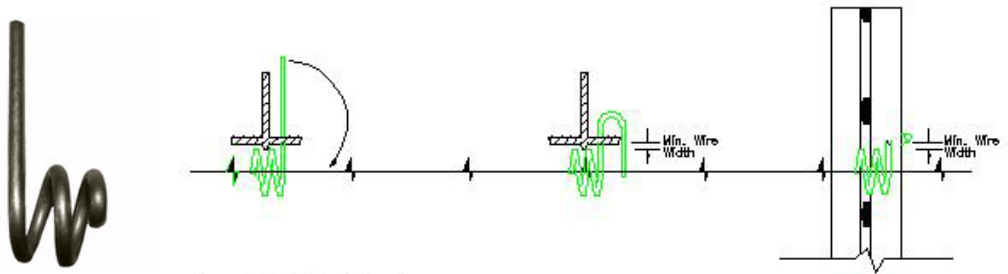
T-post clip examples

- Tincup Creek permanent t-post clip & lay-down clip



- Fireproof Fence™ wire clip

Perpendicular Clip Bend (2)



PROTECTED PLANTS AND WILDLIFE CONSERVATION MEASURES

1) **SUMMARY:**

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

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

2) **GENERAL:**

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

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

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

4) **ENDANGERED SPECIES ACT:**

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

Conservation measures for the protection of plant and animal species protected

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

a) Pre-Construction:

- i) Minimize footprint of disturbance by limiting the number and area of access points, staging and fueling areas, limits-of-disturbance.
- ii) Locate access routes, material haul routes, and staging and fueling areas in previously disturbed areas, along existing roads or within two vehicle widths of existing and new fence alignments. When working near streams, ditches or riparian areas vehicles and equipment shall remain on the pasture or roadside of the fence, away from the stream, ditch or riparian area.
- iii) The BCPOS PM and Contractor shall discuss haul routes, access points, staging and fueling areas, limits-of- disturbance and areas of no entry for equipment and as needed, delineate on the ground with plastic construction fencing or flagging prior to any ground disturbance or vegetation removal.
- iv) BCPOS PM will debrief onsite personnel of limits-of-disturbance, limits-of-construction, no entry areas and other pertinent conservation measures.
- v) Follow stormwater guidelines and utilize best management practices to limit sedimentation, contamination, erosion.

b) Project Implementation:

- i) The Contractor shall contact the BCPOS PM to contact US Fish and Wildlife Service if Preble's, Colorado Butterfly plant, or Ute Ladies' Tresses are found within project area.
- ii) Limit unnecessary disturbance (crushing) or removal of vegetation (Trees, shrubs, and herbaceous plants) within riparian and adjacent upland habitat.
 - (1) Limit disturbance to vegetation to the limits-of-disturbance as defined in the project plan set or as directed by BCPOS Rep.
 - (2) Choose equipment size/type appropriately to minimize disturbance and soil compaction.
- iii) Stage, operate, locate and refuel equipment outside of riparian habitat and immediately adjacent upland habitats.
 - (1) Operate equipment from previously disturbed or modified roadbeds or shoulders above riparian, when possible.
 - (2) Limit the number of entrance and exit points in project area.
 - (3) Stockpile materials and debris outside of riparian area and protect from stream flows.
- iv) During Preble's active season (**May 1-November 1**), work only during daylight hours. (Preble's are nocturnal).
- v) Promptly remove waste to minimize site disturbance and attraction of predators.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Inactive nests shall not be monitored.

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

Attachment P

Wildfire Effect on Barbwire and Hot Wrought Steel Fence Posts, aka T Posts

A study from Oklahoma State University and a number of articles have been completed on the effects of Rangeland fires on barbwire and T posts. Article were focused on the cost to replace barbwire that was burn and the study looked at the actual effects on the metal in both the wire and T posts.

Barbwire:

Breaking Strength – repeated burns were found to not impact the strength regardless of height from the ground/fire and age of the wire. While heated, the wire may deform, but will tighten as it cools returning to its original strength. The sagging and retightening was found to have no lasting effect on the wire’s useful life. It was found that the age of the wire had the most significant impact on wire ductility.

Corrosion Protection – Barbwire is coated with the corrosion preventing zinc coating. It was found that repeated burns had no effect on the effectiveness of the zinc coating regardless of height from the fire. A “rust” stain may be observed on the wire after a burn. It was found that this is a stain caused by iron impurities found in the zinc coating and not a sign of damage or rusting. The stain was found to be easily removed.

T Posts:

Metal Hardness – no effect on the metal hardness of the post regardless of the number and type of burns the post was subjected to.

Paint adhesion – no effect on the adhesion of paint on burned or unburned posts

Recommendation for FEMA PA eligibility

There is no evidence that barbed wire or steel fence posts are negatively affected by wildfire in grasslands. Though these fires can generate a large amount of heat and energy, they are fast moving, commonly wind driven, resulting short duration heating of the barbwire and T posts. There was no research found for fence that is closely surrounded by trees or dense brush. The following is recommended:

Immediate surrounded tree and heavy brush defined as within 2 yards of fence.

Barbwire and T posts in open grassland, with no immediate surrounding trees or brush, and no visible deformation or other damage, the work is ineligible.

Barbwire immediately surrounded by trees or heavy brush should be closer examined for loss of tensile strength and other damage such as deformation and stretching. Focus on the lowest strand or two strands. Eligible replacement of damaged section.

T posts without clear deformation due to the fire or debris damage is ineligible.

Barbwire and T posts damaged during the course of fire suppression activities and not repaired through the fire rehabilitation are eligible.

Wood posts with fire damage are eligible for repair or replacement based on extent of damage

Possible Mitigation

Wood Line & Corner Posts - Two studies investigated the use of fire-retardant preservatives on wood post noting some success in decreased damage. Primary factor appeared to be the age of the wood, extent of cracking to allow embers to land, and soil moisture. The low cost of the fire-retardant preservatives will likely allow to be cost effective.

Alternatively, replacement of posts with metal or other non-flammable material posts may be cost effective. The use of metal or other material corner posts may not be technically feasible.

Attachment Q

FEMA ADDENDUM

OFFICE OF MANAGEMENT AND BUDGET

POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **Contract, RFP 7301-22**, Contract (the “Contract”) between **[contractor]** (“Contractor”), and Boulder County, (the “County”).

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

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

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

ADDITIONAL FEMA REQUIREMENTS

[All contracts]

- i. **Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. **DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iii. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- iv. **No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

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

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

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

vii. Unexpected Discoveries, Previously Unidentified Historic Properties, or Unexpected Effects on Historic Properties:

Upon notification by a Subrecipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Programmatic Agreement: National Historic Preservation Act, Section 106 compliance) Stipulation I.B.3(e), Recipient(s) Roles and Responsibilities, the Recipient(s) shall immediately notify FEMA and require the Subrecipient to:

- a. Stop construction activities in the vicinity of the discovery.
- b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribe(s), and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, participating Tribe(s), and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the undertaking on historic properties.
- c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable State statute(s), such as SDCL 34-27, and protect the remains from any harm.
- d. Assist FEMA in completing the following actions, as required:
 - i. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review (Programmatic Agreement: National Historic Preservation Act, Section 106 compliance), to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effects of the

Undertaking, resolve adverse effects if necessary, and ensure compliance with applicable Federal, State, and local statutes.

ii. FEMA shall coordinate with the Recipient(s) and the Subrecipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.

iii. In cases where discovered human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and any state-specific policies that may be in force.

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

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

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

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

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

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

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. 3702 of the Act, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth in this paragraph, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. The County can withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this paragraph.

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

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

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

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

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

Debarment and Suspension (Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a

requirement to comply with these regulations in any lower tier covered transaction it enters into.

SAMPLE

Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

SAMPLE

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

(J) *[All contracts]*

Procurement of recovered materials (2 CFR §200.322). All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(K) *[All contracts]*

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

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

(L) *[All contracts]*

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

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

(M) *[All contracts]*

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

(N) *[All contracts]*

Civil Rights Requirements

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

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

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

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

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

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

Assurances of Compliance with Civil Rights Requirements

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

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

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

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

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

financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(O) *[All contracts]*

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

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

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

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

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

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

(P) *[All contracts]*

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

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

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

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

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

(Q) *[All contracts]*

SAMPLE

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

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

(R) *[All contracts]*

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

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

(S) *[All contracts]*

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

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	TBD
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	Agricultural Resources
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	Rosa Brohm rbrohm@bouldercounty.org
Invoice Contact – Name, email	
Contractor Contact Information	
Contractor Name	TBD
Contractor Mailing Address	TBD
Contact 1- Name, title, email	TBD
Contact 2- Name, title, email	TBD
Contract Term	
Start Date	The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract. NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.
Expiration Date	12/31/2022 NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	12/31/2022
Contract Amount	
Contract Amount	TBD
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
<p>BID # XXXX-21; BCPOS Property Boundary Fencing Impacted by the Marshall Fire; Construction of approximately eighty-three thousand (83,000) linear feet (LF) of property boundary fencing and associated gates at Boulder County Open Space properties near Superior and Lafayette, CO to the replace fences, or portions there of, damaged during the December 2021 Marshall fire.</p>	
Contract Documents	
<p>a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal")</p>	

- c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work")
- d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")
- e. FEMA Addendum, attached as Exhibit C

Purchasing Details – County Internal Use Only

Grant Funded?	No
Bid Number	TBD
Award Date	TBD
If no Bid No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	

Contract Notes

Additional information not included above

Project subject to Payment Bonds and Performance Bonds
 Project subject to five percent (5%) Retainage
 Project to Contractor Evaluation
 Project subject to Notice of Final Settlement
 Contractor subject to Debarment Check
 Contract subject to Special Provision Clauses 59-68

RESERVED CLAUSES:

53. Geographic Information System (GIS) Data

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

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

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

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (i) in a good and workmanlike manner, (ii) at its own cost and expense, (iii) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (iv) in strict accordance with the Contract. County and its representatives shall have access to the Work at all times.

a. Contractor shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

b. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Contractor warrants that all materials incorporated into the Work will be new unless otherwise specified.

c. Contractor shall at all times enforce good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to such person. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the Work to ensure safe conditions on the premises at all times. Contractor shall comply with all laws, regulations, ordinances, rules, and orders of any public authority bearing on the safety of persons and property. In the event that County notifies Contractor of any unsafe conditions or practices, Contractor shall immediately take all actions required to remediate them at no expense to County. County reserves the right to immediately suspend the Work in the event of imminent hazard, as determined by County.

d. At all times, Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Work, Contractor shall remove all of its waste materials and rubbish from the premises, as well as its tools, construction equipment, machinery and surplus materials.

e. Contractor shall confine operations on the premises to areas permitted by law, ordinances, permits, this Contract, and as directed by County, including storage of any materials or equipment.

f. Any claim for an increase in the **Contract Amount** shall be made and generally described by Contractor in writing and delivered to County promptly, in no event later than thirty (30) days after the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered to County within sixty (60) days after such occurrence and shall be accompanied by Contractor's written statement that the amount claimed covers all known amounts to which Contractor is entitled as a result of the occurrence of said event. All claims for increase in the **Contract Amount** shall be determined by County if the Parties are unable to otherwise reach agreement on the claim.

g. Before ordering any materials or doing any Work, Contractor shall verify all measurements for the Work and shall be responsible for the correctness of same.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner or the County grants Contractor a written extension in accordance with paragraph 6 or 7. All the Work must be performed during the **Contract Term**. Notwithstanding, Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. In no event shall Work be performed outside the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional

compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. **Schedule of Work:** County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule. Contractor shall promptly notify County of any aspect of the Work that will not be delivered or accomplished according to the initial schedule.

9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. **Information and Reports:** Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado

Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies

(in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): *The phrase "unauthorized worker" as used in this provision shall have the same and intended meaning as "illegal alien" as such phrase is used in C.R.S. §§ 8-17.5-101, et seq.* Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an unauthorized worker who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by

participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an unauthorized worker, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract. Contractor shall not contract with a person or entity to whom County has made a reasonable objection.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

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

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

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for insuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Contractor shall promptly notify County if any drawings or specifications are at variance with any laws, regulations, ordinances, or codes. If Contractor performs any Work contrary to such laws, regulations, ordinances, or codes, Contractor shall bear all costs arising therefrom. County approval of the Work or any aspect of Contractor's performance, such as drawings, specifications, plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the

beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

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

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: All construction, deconstruction, remodel, and office move projects are required to follow construction waste procedure modeled off of Boulder County BuildSmart Code, International Green Construction Code (IGCC), International Energy Conservation Code (IECC), and Leadership in Energy and Environmental Design (LEED) certification, as an effort to achieve maximum jobsite waste diversion, energy efficiency, and water conservation. All 'demolition projects' are to follow deconstruction procedures. Instead of demolition project materials being crushed and primarily sent to the landfill, these projects should be systematically dismantled, typically in the opposite order they were constructed, in order to maximize the salvage of materials. Any hazardous materials encountered should follow state and federal standards, and contractor shall leverage the Boulder County Hazardous Materials Management facility for hazardous materials. The development of a project diversion plan is encouraged to include material types and volume/weight estimations as well as planned destinations. Projects must track all jobsite waste.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING

FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. County Opportunity to Review: Contractor shall provide County with the opportunity to review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

43. Notice to Proceed: The Parties agree that time is of the essence and work will begin after a "Notice to Proceed" has been issued by the County and in accordance with the terms therein.

44. Retainage: County may retain partial payment pending completion and County acceptance of the Work as satisfactory and fully and finally complete. For contracts that exceed \$150,000, the retention rate shall not exceed five percent (5%). C.R.S. § 24-91-103. Contractor is responsible for submitting a final invoice for any retainage held by County. If It becomes necessary for County to take over completion of the Work, all of the amounts owing to Contractor, including the withheld percentage, shall be applied: First, towards completion of the Work; second, towards performance of the withholding requirement set forth in C.R.S. § 38-26-107; third, to the surety furnishing bonds for the Work, to the extent such surety has incurred liability or expense in competing the Work or made payments pursuant to C.R.S. § 38-26-106; then, to Contractor. Such retained percentage as may be due to Contractor shall be due and payable as provided by C.R.S. § 38-26-107.

45. Bonds: Upon County's request, Contractor shall obtain and deliver to County payment and performance bonds each equal to 100% of the total Contract. Bonds shall be executed by a qualified corporate surety and must be acceptable to County. County reserves the right to accept other acceptable forms of surety in lieu of a bond, and to reduce the bond requirements set forth herein consistent with C.R.S. § 38-26-106.

46. Change Orders: If unforeseen modifications or changes are required, Contractor may submit a Change Order request to County, which must include a complete description, timeline, and fee schedule for the proposed work. Change Orders are not effective until approved by County in writing.

47. No Suspension or Debarment: Contractor certifies, and warrants for the duration of this Contract, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

48. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this

provision. HVAC, roofing, and general contractors must be licensed through Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to County prior to Contractor beginning the Work.

49. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Contractor must comply with the requirements of MS4 permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

50. Guaranties and Warranties: Upon completion of the Work, Contractor will provide County with a written guaranty covering all labor, materials and workmanship incorporated into the Work for one (1) year, or within any such longer period of time as may be prescribed by law, the specifications, or any other applicable special warranty required by the **Contract Documents**. Final payment upon full and final completion of the Work will not relieve Contractor of responsibility for faulty material or workmanship, which County may require Contractor to fix at Contractor's sole expense, in addition to County's other remedies. This provision shall apply to Work completed by Contractor's employees and subcontractors.

51. Final Payment: A final inspection of the Work shall be conducted by County. If a list of deficiencies results from such final inspection, Contractor shall promptly rectify all items appearing thereon before final payment will be made. When County indicates acceptance of the Work, Contractor may request final payment from County, including any retained amounts. Final payment shall be subject to C.R.S. § 38-26-107.

52. Notice of Final Settlement: Prior to remitting final payment to Contractor, County shall publish a Notice of Final Settlement in accordance with C.R.S. § 38-26-107. Final payment will be rendered in accordance with the statute and the other terms of this Contract. Final payment will not be rendered until County, in its sole discretion, determines full and final completion of the Work.

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

54. State Specifications: The Standard Specifications for Road and Bridge Construction 2017, either in whole or as set forth in the Bid Documents, are expressly incorporated into this Contract by reference.

55. Determination of Unit Prices: County will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The Parties will review the County's

preliminary determinations before County renders a written decision thereon (by recommendation of an Application for Payment or otherwise), which shall be final and binding upon Contractor. The value of any Unit Price Work covered by a Change Order or claim for an increase or decrease in the Contract Amount shall be determined by applying the unit prices to the quantities of items.

a. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Parties agree that the Contract Amount includes the total cost of Unit Price Work, determined by multiplying the quantity of each item by its unit price. Initial quantity determinations are estimates, which must be adjusted to reflect actual quantities. Contractor shall make a claim in writing to County for any additional amounts owed where actual quantities exceed estimated quantities. Contractor shall provide such written claim within twenty (20) days of providing the items and shall be accompanied by supporting documentation. The written claim shall include a statement that the claimed amount covers all known amounts (direct, indirect and consequential) to which Contractor is owed. County shall only pay Contractor for actual quantities of items provided hereunder.

b. The Parties agree that each unit price adequately covers Contractor's overhead and profit for each item.

56. Records Retention/Access/Audits: Contractor shall maintain all records and documents pertaining to this Contract in accordance with the requirements prescribed by County. Such records shall be maintained for a period of five (5) calendar years after the date of Contractor's final payment from County under this Contract. Contractor agrees that County or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract as necessary and upon request, throughout the term of this Contract, and for five (5) calendar years after the date of the final payment hereunder. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. County and Contractor acknowledge that protected information is exempt from this requirement without proper client release.

57. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

58. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

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

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

b. **Notice of Cancellation:** Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. **Insurance Obligations of County:** County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. **Deductible:** Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. **Primacy of Coverage:** Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. **Subrogation Waiver:** All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. **Requirements.** For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

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

ii. **Automobile Liability**

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

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

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

59. **Survival After Termination:** Upon expiration or termination of this Contract, the obligations which by their nature are intended to survive expiration or termination of this Contract, will survive, including but not limited to the *re-seeding and/or re-vegetative* obligations set forth in the Scope of Work.

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

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

62. Equal Opportunity Employer: Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project.

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

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

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

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

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

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

[Signature Page to Follow]

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

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