



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

**REQUEST FOR PROPOSAL
COVER PAGE**

RFP Number:	7368-22
RFP Title:	PRESCOTT WETLAND RESTORATION DESIGN – BUILD PROJECT
Pre-Proposal Meeting:	N/A
RFP Questions Due:	August 8, 2022 – 2:00 p.m.
Submittal Due Date:	AUGUST 18, 2022 – 2:00 P.M.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Geographic Information System Requirements Specifications Insurance and W-9 Requirements Submittal Information and Checklist Evaluation Criteria Proposal Section Sustainability Questionnaire Signature Page Attachments: A – J (see attachments list)



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PROPOSAL INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space Department (BCPOS) is seeking proposals for professional design-build contractors to provide all services necessary to restore a montane wetland on the Prescott II property that was ditched historically, leading to draining and drying of hydric soils and long-term impacts to wetland vegetation. The successful contractor will seek out innovative and cost-effective ways to restore the historic hydrology to the site, with minimal impacts to the surrounding vegetation and landscape.

The successful bidder will be required to enter into a Contract for Services. Tasks requiring engineering/design reports and/or plans shall be completed and stamped by the appropriately licensed Professional Engineer and/or Landscape Architect. All Engineers and Landscape Architects must be currently licensed with the State of Colorado. All construction must be supervised by a qualified contractor with experience on design build wetland restoration projects. It is anticipated that the initial design work will be completed in 2022, with further design and construction occurring in 2023, likely in September – October when soils are at their driest.

The Prescott II property is an undeveloped parcel on County Road 105J (Bunce School Road) and USFS Road 105, accessible from either Peaceful Valley Campground or from State Highway 72 near Allenspark (Location Map, Attachments A and B). The access is very rough and requires high clearance vehicles. The road may require some limited improvements to allow access for necessary equipment and vehicles.

PROJECT FUNDING:

Limited funding for the Design Phase of the project is secured for 2022. The Build Phase of the project is contingent upon the County securing additional funds for the budget year 2023, and, is dependent on the final accepted proposal and cost estimate. If the cost estimate exceeds the funding available for the Project, the County reserves the right to reduce the scope of work, and/or table the construction phase of the project until additional funding can be secured.

CONTRACT LANGUAGE:

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

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

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

BID SECURITY:

Boulder County will not require a bid bond for this Project.

PAYMENT AND PERFORMANCE BONDS:

This Project is classified as a Design – Build Project, therefore, the Payment Bond and the Performance Bonds will be collected only on the construction amount. The bonds are required to be submitted after the County's Bid Award public process and prior to contract execution. The Payment Bond and the Performance Bond are each required to equal 100% of the construction costs as outlined in the bid tab section. Proposers may include the cost of this bonding into the total proposed cost. The bonds, for the construction amount only, are due once the Bid Award is completed and prior to the execution of the contract.

The selected contractor will be required to submit the actual bonds to the County either in-person or by secured mail delivery. The contract will not be executed until the required bonds are submitted and received, verified and approved by the County, in writing.

Retainage will be held on all approved invoices submitted and a Notice of Final Settlement posting is required for this Project prior to the release of the secured bonds.

Proposers are advised that the construction phase of this Project is not anticipated to occur until the period of September through October 2023, the required bonds will be held until after the Notice of Final Settlement has been satisfied.

PAYMENT FOR SERVICES:

The selected Contractor will be paid upon completion of specified milestones as described in the Specifications section and listed below, and upon inspection and approval by the County. Please refer to the COUNTY INSPECTION AND PAYMENT section for additional information.

Progress payments approved for meeting the following Project milestones:

- a. Completion of preliminary design alternatives;
- b. At completion of 60% design phase, as determined by the County, or with approval of all appropriate permits;
- c. Monthly during active construction, reclamation and revegetation;
- d. At final submittal of all as-built documentation and permit close out.

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

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

PRE-PROPOSAL MEETING:

A Pre-proposal meeting will NOT be held for this Project, however, potential proposers are strongly encouraged to walk or drive the potential access routes prior to submitting a proposal.

The shortest access road leading to the project site passes through the United States Forest Service's Peaceful Valley Campground, and a weight limited bridge. Beyond this the road is a primitive, narrow, and steep four-wheel drive road requiring a high clearance vehicle. Access can be had from the north on Bunce School Road, but this is a similarly primitive road, narrow, with limited ability to turn a vehicle around and a longer route than the former and is currently blocked by a rockslide.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Prescott II Wetland Location Map
2. Attachment B: Zoomed Location Map
3. Attachment C: Aerial View of Wetland and Ditching
4. Attachment D: Prescott II Wetland Boundaries
5. Attachment E: Site photos
6. Attachment F: Partial County Specific Specifications
7. Attachment G: Sample of Boulder County Confidential/Sensitive Data Agreement
8. Attachment H: Sample Pre-Authorization Agreement
9. Attachment I: Purchase Order Terms and Conditions
10. Attachment J: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **AUGUST 8, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **AUGUST 11, 2022**.

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

SUBMITTAL INSTRUCTIONS:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on AUGUST 18, 2022**. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.

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

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

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

Email purchasing@bouldercounty.org; identified as **RFP # 7368-22** in the subject line.

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

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

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

AMERICANS WITH DISABILITIES ACT (ADA):

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



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TERMS AND CONDITIONS

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

10. Confidential/Proprietary Information: 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. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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GEOGRAPHIC INFORMATION SYSTEM REQUIREMENTS

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DELIVERABLE REQUIREMENTS:

1. GIS Data; Additionally, Contractors should review the Deliverables section.
 - a. Monuments
 - i. The Contractor will provide high-accuracy PLSS monument coordinates in GIS format for each corner section or quarter corner section monument used as a point of beginning or as a position within the survey, with an accuracy of 10cm or less.
 - ii. The Contractor will provide a data accuracy report for the monument points in the form of a spreadsheet or CSV file. The file should contain:
 1. An accuracy report for the monument point(s)
 2. A row for each monument record, including latitude and longitude, a unique identifying id name or number, and a description of the point type (corner section, quarter corner section, etc.).
 - iii. The Contractor will provide a photo of each monument. Photos will be named with the same naming convention as in section 1.a.ii.2.
 - b. CAD Data
 - i. Any additional CAD project data, such as As-Builts, will be delivered, by Contractor, in GIS format, in addition to CAD format.
 - ii. The electronic drawing file must be AutoCAD 2018. Electronic files of the topographical features need to be submitted to the BCPOS's Project Manager.
 - iii. Once the consultant completes the field topographical survey, an electronic ASCII file with point number, northing, easting, elevation and description shall be submitted to the County. Survey files ending in .txt or .csv are an acceptable format.
 - iv. The project base files shall be in model space (not paper space) with 1 foot interval minor contours and 5 foot major contour intervals.
 - v. Use fonts that easily translate to AutoCAD 2018 format.
 - vi. CAD layer names should be easily understood. A detailed list of standard CAD layers should also be included with the final CAD submittal.
 - vii. Text heights should be 0.08 in paper space.

- viii. Plans should be submitted in 11" x 17" format.
- ix. Final plans should be submitted to BCPOS Project Manager in both CAD (dwg) and PDF format.
- c. GIS Data
 - i. Any other contracted GIS data, such as monitoring, inventories or species mapping will be delivered, by Contractor, in GIS format.
- d. GIS Data Format
 - i. All GIS data (including high-accuracy PLSS monuments and survey plat) are required to be delivered, by Contractor, in an ESRI 10.x compatible format, either shapefile or file geodatabase feature class.
 - ii. All spatial or georeferenced (both GIS and CAD) data are required to be provided, by the Contractor, in the following coordinate system:

Name: NAD 1983 HARN State Plane Colorado North FIPS 0501 Feet

Unit: Foot US

Projection: Lambert Conformal Conic

Horizontal Datum: North American Datum 1983 HARN

Vertical Datum: North American Vertical Datum 1988

Spheroid: GRS 1980

CONTRACTORS' NOTE:

In order for Contractors to access the Boulder County Secure FTP site to download the files, Contractors will need to install and use the WinSCP freeware program to connect to Boulder County SFTP server. Site Instructions pertaining to this solicitation will be disclosed to the selected Contractor after the Project Bid Award process has been completed.

OWNERSHIP OF WORK PRODUCT:

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

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

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



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SPECIFICATIONS

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General Scope of Work:

BCPOS is seeking design-build proposals from qualified contractors to: study, survey, and analyze the existing impacts to a montane wetland on the Prescott II property, and to create a design that will restore the historic hydrology and decrease the depth to groundwater, with the least impact to the surrounding wetlands, riparian areas and uplands. The Contractor will provide all design, permitting, and construction services that shall meet or exceed all applicable federal, state, and local rules and regulations governing the design and construction of wetland restoration projects, and provide construction and construction management services for the design alternative selected by BCPOS.

The Prescott II property is an undeveloped parcel of 130.2 acres owned in fee by Boulder County, and located along Bunce School Road (County Road 105 J and USFS Road 105) between Allenspark and Peaceful Valley (Attachment A & B). The Assessor official address is 50300 Peak to Peak Highway. The property is surrounded by other Open Space properties owned by Boulder County, United States Forest Service (USFS) land, and an adjacent private property retained by the sellers of the larger parcel.

The project site itself is a smaller area of approximately 2.4 acres that at one time in the past was ditched to drain the high-water table (Attachment C). There is approximately 1,100 feet of ditches in a branching pattern, that range from approximately 4 feet deep and 12 feet wide on the downslope side to meeting grade at the upslope end. There is very little to no overburden present near the ditches or on site. The project site is surrounded by other mapped wetlands, including some classified as Rocky Mountain Montane Fens, with deep, organic histosols, saturated to the surface throughout the growing season. Due to the difficulty in access and remote location, BCPOS is seeking design alternatives that provide a cost-effective approach, while maximizing habitat and vegetative improvement. Potential designs may include a complete filling of the ditches utilizing off-site or to be determined on-site materials; a partial fill with plugs; cut-off sheet pile structures; beaver dam analogues; or other innovative and appropriate and proven methods to meet the desired outcomes.

Project Implementation Schedule - Period of Performance:

The project site is located behind a USFS gate that is closed to travel from November 15 through May 15. All design and construction work, as well as any rehabilitation, must be performed within the following operational time frame:

Preliminary design and cost estimate should commence as soon as project is awarded, payment and performance bonds have been received and approved by the County, contract is executed and a notice to proceed is issued. On the ground construction could begin after May 15, 2023, though should be targeted to period of driest soils in late summer and fall of 2023. Exact start date will be determined and administered by the county with an official Notice to Proceed. The construction phase is contingent upon County approved funding being secured.

Tasks and Deliverables:

In order to facilitate the integration of design and construction, these tasks are integrated. Where possible, tasks should be carried out concurrently.

Task 1 - Meetings and Approvals:

1. Organize preliminary meeting to discuss site history and goals with BCPOS. This meeting and other tasks, may be negotiated in a Pre-Authorization of Work Agreement to allow work between the Bid Award period and Notice to Proceed, if necessary.
2. Consultant/BCPOS Project Meetings
 - a. Prepare, schedule, and manage meetings at all phases of the project described below
 - b. Prepare notes and minutes for all meetings and provide them within one week of each meeting.
3. Phase meetings
 - a. Prepare, schedule, and manage meetings for each project phase:
 - i. Preliminary design alternatives
 - ii. 30% Design
 - iii. 60% Design
 - iv. Submittal package for Boulder County and other pertinent permits
 - v. Pre-Construction Meeting
 - vi. Construction Progress Meetings held weekly or at another frequency determined by BCPOS.
 - b. Obtain written approval from BCPOS to move to next phase of the project.
 - c. Agendas will be prepared by both BCPOS and the Contractor
 - d. Prepare notes for all meetings and provide them within one week of each meeting.

Task 2 - Analysis and Background:

1. Develop and present a clear definition of the goals and objectives in collaboration with BCPOS.
 - a. Define evaluation criteria and decision-making process

- b. Identify a process for addressing BCPOS issues, concerns, and comments
- 2. Watershed and Site Assessment
 - a. Review of existing geology, ecology, hydrology, wetlands, soils, and water quality conditions; limited groundwater well data may be available
 - b. Site survey to provide level of detail suitable to make feasibility decisions
 - c. Identify measures that could improve site conditions
 - d. Pre-project photo documentation for design report
 - e. Prepare necessary base map
- 2. Aquatic and Terrestrial Species Habitat Requirements
 - a. Species of concern and habitat needs evaluation
 - b. Consideration of construction windows for sensitive species, Migratory Bird Treaty Act and others

Task 3 – Preliminary design:

- 1. Develop preliminary/concept plans with multiple design alternatives for review, based on the criteria identified in Tasks 1 and 2.
- 2. Provide cost-benefit analysis and cost estimates for various alternatives
- 3. If necessary, define project in discrete segments such that:
 - a. These segments can be done independently
 - b. Segments are ranked in importance

Task 4 - Prepare approximately 30% and 60% Design Plans, Design Report, and Cost Estimate:

- 1. Construction Plans – prepare and submit 60% level of design plans for the following project elements:
 - a. Plan and profile design sheets
 - b. Details and technical specifications for any proposed structures including, but not limited to sheet pile, beaver dam analogues, rock structures, etc.
 - c. Grading plans, with existing and proposed grades, along with excavation quantities and square footage of impacts
 - d. Site access, staging areas, dewatering, erosion and sediment control, and materials disposal
 - e. Materials, volumes, and specifications
 - f. Other details required for project permitting
- 2. The design package is to be completed to a 60% level prior to submitting a final cost estimate.
- 3. Draft design report including modeling results and design criteria for each project element.

Task 5 – Permitting Submittals:

The Contractor shall gather all information and, in cooperation with the County, obtain all required permits before work can begin on any particular phase of the project. Copies of the fully executed permits shall be furnished to the County upon request. Permits that may be required for this project, may include, but are not limited to, the following:

1. US Army Corps Clean Water Act Section 404 Certification
2. Endangered Species Act Clearance
3. State of Colorado Division of Water Resources well permit
4. Colorado Parks and Wildlife SB40 Wildlife Certification
5. CDPHE stormwater management plan and permit
6. Boulder County MS-4 Stormwater permit
7. Boulder County Grading Permit
8. Boulder County Land Use Limited Impact Special Use review approval if required
9. Boulder County Transportation Management Plan or Traffic Control Plan
10. Boulder County contractor's license
11. Other local, state, and federal permits as appropriate

The County may support the Contractor in applying for permits required, especially those specific to Boulder County, as part of this project. Contractor must meet conditions and requirements of all permits acquired for this project.

Unless otherwise specified, the Contractor shall procure or ensure that all required permits and licenses are acquired; pay all charges, fees, and taxes, including permits procured for this project by others; and give all notices necessary and incidental to the due and lawful prosecution of the work. The costs of these permits will be listed on the detailed invoices and all relevant documentation submitted to the County.

Task 6 - Final Design:

The preparation of Final Construction Plans and Final Specifications will be stamped by a Colorado registered professional engineer. Final Plans and Specifications will cover all aspects of the work to be completed including an updated permitting plan.

1. Prepare Final Stamped Plans and Specifications and supporting documents
2. The Contractor will provide a guaranteed maximum price (GMP) upon completion of permitting and the 60% designs. This will result in a written amendment to the contract by setting a "Not to Exceed" price for all work.
3. Possess the requisite licenses and assure that all subcontractors are appropriately licensed and bonded for the tasks needed to complete the construction phase of the project.

Task 7 – Construction, Construction Management and Oversight, and Project Close-out:

1. Contractor shall provide all labor, equipment, operators, and materials to implement the projects as designed, including reclamation of project temporary impacts.
2. Contractor shall manage and oversee all construction activities and report directly to the County.
3. Perform all construction management tasks such as:
 - a. Ensure that all work follows Request for Proposal (RFP), Contract and Project specifications

- b. Manage and oversee all construction activities by Contractor's employees and sub-contractors.
 - c. Hold weekly progress/construction onsite meetings and submit meeting minutes for review and approval by BCPOS. Virtual meetings may be substituted for onsite meetings if approved by BCPOS. Submit weekly progress report and construction progress summary.
 - d. Develop and update construction management plan that includes: Construction phase quality control procedures, safety measures, construction documents, management protocol, etc.
 - e. Assist in preparing responses to sub-contractors' and suppliers' requests for information, submittals review, field directives (changes to work method), work change directives (changes to items impacting contract time or money), claims, out-of-specification items, and correspondence.
 - f. Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices.
 - g. Prepare payment requests, relevant backup documentation.
 - h. Track permit compliance.
4. Ensure that all work is carried out in accordance with the following documents:
- a. Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual <https://udfcd.org/criteria-manual> and <https://udfcd.org/specifications>.
 - b. Section 1302.1 of the Boulder County Storm Drain Criteria Manual (SDCM) <https://www.bouldercounty.org/transportation/floodplain-management/storm-drainage-criteria-manual/>; in particular note page 11 of <https://assets.bouldercounty.org/wp-content/uploads/2017/03/storm-drainage-manual-construction-water-quality-1300.pdf> Standard Stormwater Management Plan Notes.
 - c. Boulder County Specific Supplementary Specifications (Attachment F)
5. Site Rehabilitation, Specifications, and Considerations:
- a. The contractor will be responsible for mitigating and repairing adverse equipment impacts at the project site. This will also include the landings/loading areas.
 - b. Rehabilitation of landings and any temporary access roads will be the responsibility of the contractor. This may include ripping and seeding.
 - c. Any aggregate or matting material placed on landing access roads must be removed by the contractor, in addition to any rehabilitation actions needed.
6. Prepare a construction completion report, which will include construction summary, observation reports, tests, pertinent project progress photos and as-built documentation.
7. Prepare as-constructed drawings and specifications including AutoCAD and GIS deliverables.
8. Report on the Final Pay Estimate with reference to field directives and work change directives.

9. Report on the final construction product as it relates to the original design intent and field modifications
10. All as-built documentation shall be delivered within thirty (30) days of the completion of the construction phase with final acceptance.
11. Provide permit close-out documentation to County.

No portion of construction shall be started that requires a permit not yet received, nor started if the work cannot be finished within the project timeline.

DESIGN AND CONSTRUCTION SUBMITTALS:

During design and construction phases, the selected Contractor shall forward the following submittals to BCPOS for review and acceptance prior to any construction:

1. Detailed construction schedule
2. All material submittals for items acquired off-site including, but not limited to boulders, grout, steel, erosion control materials, and any other materials to be used in the construction. The cost of the submittals will not be measured and paid for separately but will be included in the cost of the work.
3. Traffic Control Plan, including all haul routes to and from approved sources of materials, disposal sites for excavated material, and disposal of all other types of materials.
4. List of construction equipment including make, model, attachments; SDS and technical data on bio-hydraulic fluid where appropriate; and associated Exhaustion Emission Compliance Documentation and Decontamination Plan. Equipment that will enter water shall utilize an BCPOS approved bio-hydraulic fluid.
5. Storm Water Management Plan and Spill Plan and other permit-required documentation.

COUNTY INSPECTIONS AND PAYMENT:

1. The County will make periodic inspections of project work as a basis for payments and quality control check of work quality while work is in progress.
2. Invoices shall be submitted on a monthly basis by the Contractor and include a detailed project report matching the detailed time and materials invoice.
3. When a project work area is complete and ready for inspection, the Contractor shall request the County to conduct a final inspection of the completed unit of work.

COUNTY RESPONSIBILITIES:

1. Boulder County will be responsible for:
 - a. Boulder County owns the Prescott II open space (“the Property”) and is therefore the project owner.
 - b. BCPOS manages the property on behalf of Boulder County and shall serve as the county’s representative.
 - c. Boulder County shall pay all agreed upon costs as reflected in the design-build contract.

- d. Electronic Files: The County will provide digital mapping files, in the form of ArcGIS shapefiles, as needed by the Contractor in order to fulfill the terms of the Contract.
- e. Staging Areas: The County will assist the Contractor in providing staging areas on County lands as needed to successfully implement the work. The Contractor and County will agree upon the final staging areas.
- f. The County will not authorize commencement of work until all permits and permissions are secured.
- g. The County may issue a Pre-Authorization of Work to begin work defined as low-risk preliminary tasks before the Contract Documents are fully executed.
- h. The County will provide appropriate seed mixes and planting material for post-construction reclamation and documentation of such as required for the permitting process.

CONTRACTOR RESPONSIBILITIES:

1. In addition to the Tasks identified above, the contractor will be responsible for:
 - a. The selected contractor will be responsible for all design services and associated costs; all construction services and costs; all permitting services, associated costs, and closeouts; convening a qualified team; communicating quickly and efficiently between the Contractor and the County; and coordination with adjacent private property owners as needed.
 - b. The selected Contractor shall furnish all materials, labor, supplies and services necessary to perform the requirements of the Contract. The selected Contractor is responsible for all costs incidental to, and including, but not limited to, equipment move-in and move-out, movement of equipment within the project area, and transportation of all Contractor equipment/property.
 - c. Any arrangements made by the Contractor for the use of private land, in association with this contracted project, will be the sole responsibility of the Contractor. Such agreements between the Contractor and private landowner shall be in writing and shall be submitted to the County for review and approval prior to implementing the terms of the Contract and work. Any private parcels with an existing Boulder County Conservation Easement over them will be subject to the terms and agreement of the County as well.
 - d. All facilities will be provided by the Contractor and will require the approval of the County and appropriate permits.
 - e. The Contractor, with the approval of the County shall designate parking areas for the use of all construction workers and others performing work or furnishing services in connection with the project so as avoid interference with public traffic, County's operations, construction activities, or landowner activities.
 - f. At all times when work is not actually in progress, the Contractor shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof as may be agreed upon between the Contractor and the County and all authorities having jurisdiction over any properties involved.

- g. Minimal required improvements to access road to allow for safe passage for vehicles and equipment.
- h. Any and all utility locates.

EQUIPMENT:

All equipment and vehicles utilized by the contractor shall meet all the requirements of federal, state and local regulations without limitation including all U. S. Department of Transportation (USDOT), and Colorado Department of Transportation (CDOT) safety regulations.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; Operational staff is 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.

Overnight camping is allowed in designated areas within neighboring USFS lands, and at the nearby Peaceful Valley and Camp Dick Campgrounds.

AERIAL DRONES:

Aerial drone imagery is not a requirement of this Project. However, if contractor would like to capture aerial drone imagery they may apply for a permit to do so, at no additional cost to the County. Use of an aerial drone will require submittal of a BCPOS application and approval from BCPOS prior to any flight. In addition to the drone application, the contractor is required to meet all additional insurance requirements assessed by the County Risk Management Department. The cost for additional insurance will not be an allowable expense charged to the Project. Contractor is required to share any drone imagery and associated files with the County.

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.

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 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.

SUBCONTRACTORS:

Contractor is required to disclose to County the complete business name(s) of all potential subcontractors that will be assigned to this Project, should the Contractor be selected. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall be solely responsible for timely payment of its subcontractors.

PROJECT COMPLETION SCHEDULE:

All design activities and final design should be complete by **DECEMBER 9, 2022**. Construction activities and associated restoration of site must be completed by **NOVEMBER 15, 2023**, or by the closure of the USFS gate, whichever is first. All administrative tasks, permit close-outs, and as-built documentation must be completed by **DECEMBER 15, 2023**.

HOURS OF OPERATION:

Contractor work hours shall be designated as Monday through Friday, hours to be designated by County and mutually agreed upon by selected Contractor. Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Excess or Umbrella	Umbrella/Excess Liability insurance in the amount \$3,000,000.00, following form.
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

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

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

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



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SUBMITTAL INFORMATION AND CHECKLIST

SUBMITTAL:

In order to be eligible for consideration, a contractor must submit all information as requested herein. Omission of any of the required information may be grounds to reject the contractor's proposal from further consideration.

A representative for the selected contractor, who has contractual authority, must sign the proposal. Only one proposal will be accepted from any one company serving as a lead company. Subconsultants or Subcontractors may be included in the proposal of more than one consulting company.

All proposals must be complete, comprehensive, and professional. All costs incurred in the preparation and presentation of the proposal shall be entirely borne by the prospective lead company and any Subconsultants or Subcontractors and shall not be reimbursable by the County.

In addition to the attached bid tab, the contractor shall submit the following as part of their proposal.

The technical proposal should include information on how the work will be organized and performed in accordance with the specifications and evaluation criteria set forth in the solicitation. To assist the Selection Committee in the evaluation, responses should be numbered to correspond with the criteria being addressed. The technical portion of the proposal shall address as a minimum the following:

1. Company Qualifications:

- a. Company contact information, including the following:
 - Company Name
 - Contact Name and Title
 - Street Address
 - Contact Phone Number
 - Email
- b. Names of any subcontractors and their contact information.

2. List key project team members, which at a minimum should include the contractor's Project Manager and/or Project Engineer(s), please include:
 - a. A brief description of the individual's background and experience or resume
 - b. Each individual's years of relevant experience
 - c. A description of each individual's relevant experience
 - d. The role each individual will take on the project.
3. A list of three (3) projects similar in scope, preferably wet meadow/wetland restoration projects, along with three (3) references for those projects.
4. Up to 5-page statement (12-point font, 1-inch margins) explaining how your company would approach this project. Please include examples of alternative wetland/wet meadow/fen restoration measures that your team would consider for this project. Note if your company has installed these recommended measures in other locations and provide contact information for references that can speak to those installations by your company.
5. Estimated project timeline, along with milestones deliverables and dates, with a construction completion date no later than November 15, 2023.
6. Number of full-time and part time employees to be used for this project.
7. Equipment: Attach a list of mechanical equipment to be used on the job.
8. Fee Proposal - Provide a fee proposal for all work by labor category.

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR PROPOSAL PACKAGE:

Proposer will answer Yes or No 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?

Company Name

Name of person and title submitting Proposal (PLEASE PRINT)

Signature of Bidder Date

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

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

INCLUDED	ITEM
	Name and Address of Company/Organization
	Telephone and Email address of Company/Organization
	Name and Address of the Partners and Subcontractors – IF APPLICABLE
	Company Qualifications
	List of Project key personnel including Project Manager and Project Engineer (this should include information on the number and relevant experience of each personnel listed)
	Statement on Project approach (up to 5 pages)
	Estimated timeline complete with milestones deliverables and dates (this should adhere to the County’s completion date of November 15, 2023)
	A detailed project schedule with an all-inclusive total cost include Contractor’s ability to meet Project Completion Schedule
	Project list with a minimum of three (3) projects completed by your company similar in scope to this project, along with references and contact information.
	Proposal with possible approaches and alternatives to complete the project
	List of mechanical equipment to be utilized on project
	Fee proposal with for work by labor category
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	State your compliance with the GIS Data Requirements contained in this RFP. Specifically list any deviations and provide justification for each deviation from GIS Data Deliverables Section requirements.
	State your compliance with the Bonding Requirements
	Sustainability Questionnaire
	Insurance Certificate – Proof of Insurance - SAMPLE
	Copies of Professional certifications and/or license - IF APPLICABLE
	W-9 from current year
	Signature Page
	Line Item Pricing Question Response with Signature
	Addendum Acknowledgement(s) – IF APPLICABLE



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EVALUATION CRITERIA

In accordance with Boulder County procurement rules, the county will select the most responsive and responsible Contractor. Upon receipt of the proposals, the selection team will review and score each proposal. The scores, based on the criteria below, will be compiled and the selection team will identify and interview Contractor's with the highest scores. The top-ranking contractor, after both the proposal scoring and potential interview will enter into a contract with Boulder County, subject to the approval of the Boulder County Board of County Commissioners.

The proposals will be evaluated using the following criteria and scoring system with a maximum of 100 points available. The selection criteria will include, but is not limited to:

1. Overall proposal, organization, completeness, and understanding of comprehension of tasks required.
2. Technical ability, capacity, experience and skill of the contractor, sub-contractors, and key team personnel assigned to the project.
3. Past experience of the contractor, sub-contractors, and key team personnel having successfully designed, permitted, and constructed wetland restoration projects of similar size and complexity.
4. References and recommendations from former customers and/or design engineers and clients.
5. Individual labor pricing and overall project costs

Description	Points
Overall proposal, organization, completeness, and understanding of comprehension of tasks required.	15
Technical ability, capacity, experience and skill of the contractor, sub-contractors, and key team personnel assigned to the project.	25
Past experience of the contractor, sub-contractors, and key team personnel having successfully designed, permitted, and constructed wetland restoration projects of similar size and complexity.	25
References and recommendations from former customers and/or design engineers and clients.	10
Individual labor pricing and overall project costs	25
Total Possible	100



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PROPOSAL SECTION

Proposers should include proposed amounts, itemized per action, as outlined below. Quantities are estimates and are subject to change. All actions are not reflected in the itemized list. It is the proposer’s responsibility to incorporate those types of costs into the itemized list.

Item #	Item Description	Unit	Unit Cost
1	Design: (Tasks 1-4); Meetings, Background Information, Site Survey and Measurements, Preliminary Design and Alternatives, Cost Benefit Analysis, 30% and 60% Design Plans, Recommendations, and Construction Cost Estimates		
2	Permitting: (Task 5); Permitting Submittals, Stamped Construction Plans and Specifications, and Obtain Federal, State, and Local Permits		
3	Construction and Closeout: (Tasks 6-7); Construction Services, Construction Management and Oversight; Permit Compliance, Final Report, and Permit Close-Out		
4	Other: Other identified Project Costs (bidder to provide attachment)		

TOTAL \$ _____

 Company Name

 Name of person and title submitting PROPOSAL (PLEASE PRINT)

 Signature of Bidder

 Date



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SUSTAINABILITY QUESTIONNAIRE

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

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

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

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

- Our sustainability statement/policy describes our company's sustainability initiatives.
 - We have formed an oversight committee to ensure the success of our sustainability policy.
 - Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
 - We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
 - None
 - Other - Provide (or supply a link) your company's sustainability statement/policy.
-
-

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

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

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

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

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

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

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

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

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

- We have an established zero waste program.

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

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

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

Provide Sustainability Policy Statement:

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

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

Provide reason, date and outcome of the citation:

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

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

Provide certification:



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SIGNATURE PAGE

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

By signing below, I certify that:

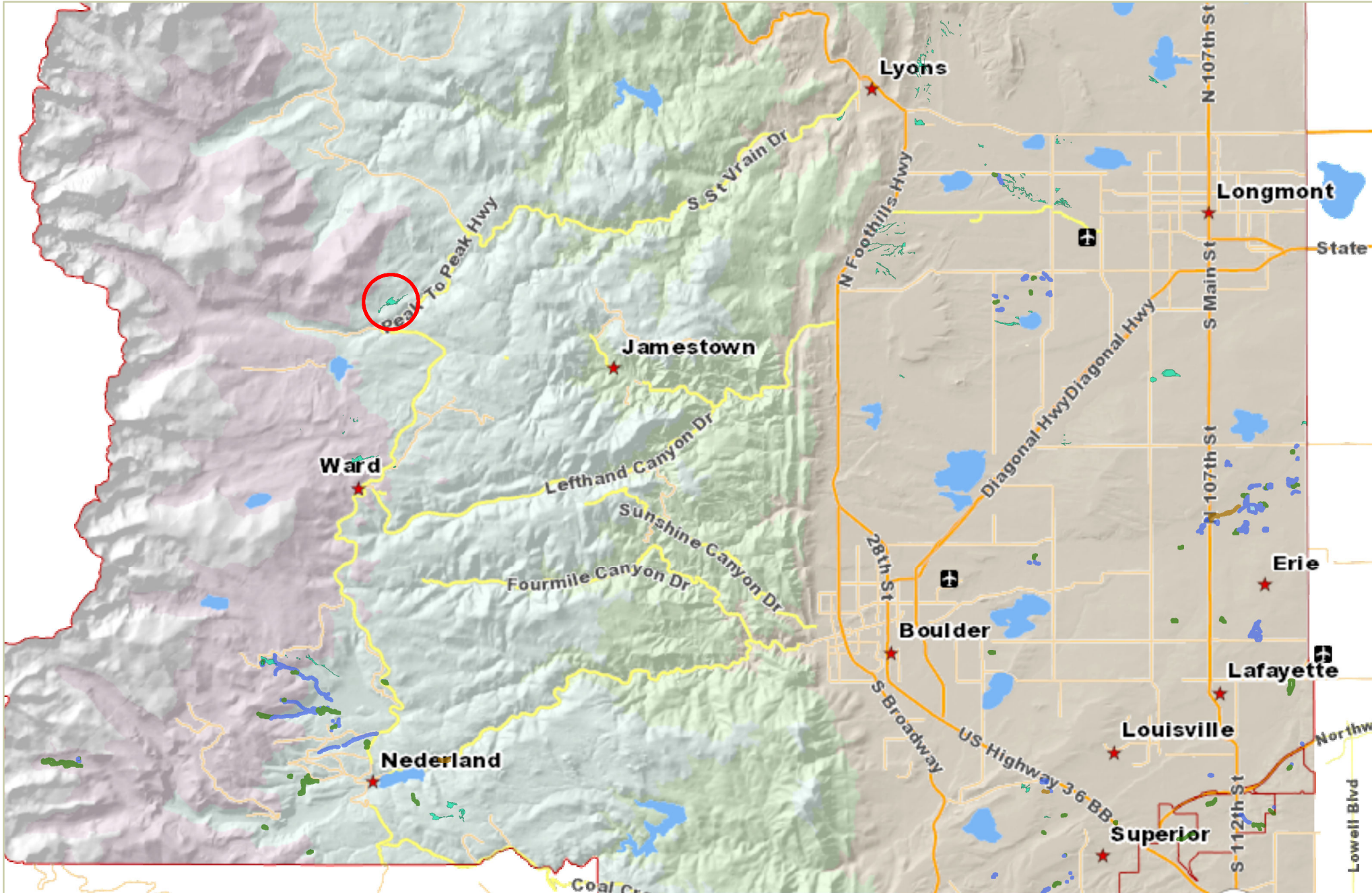
- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees'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

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

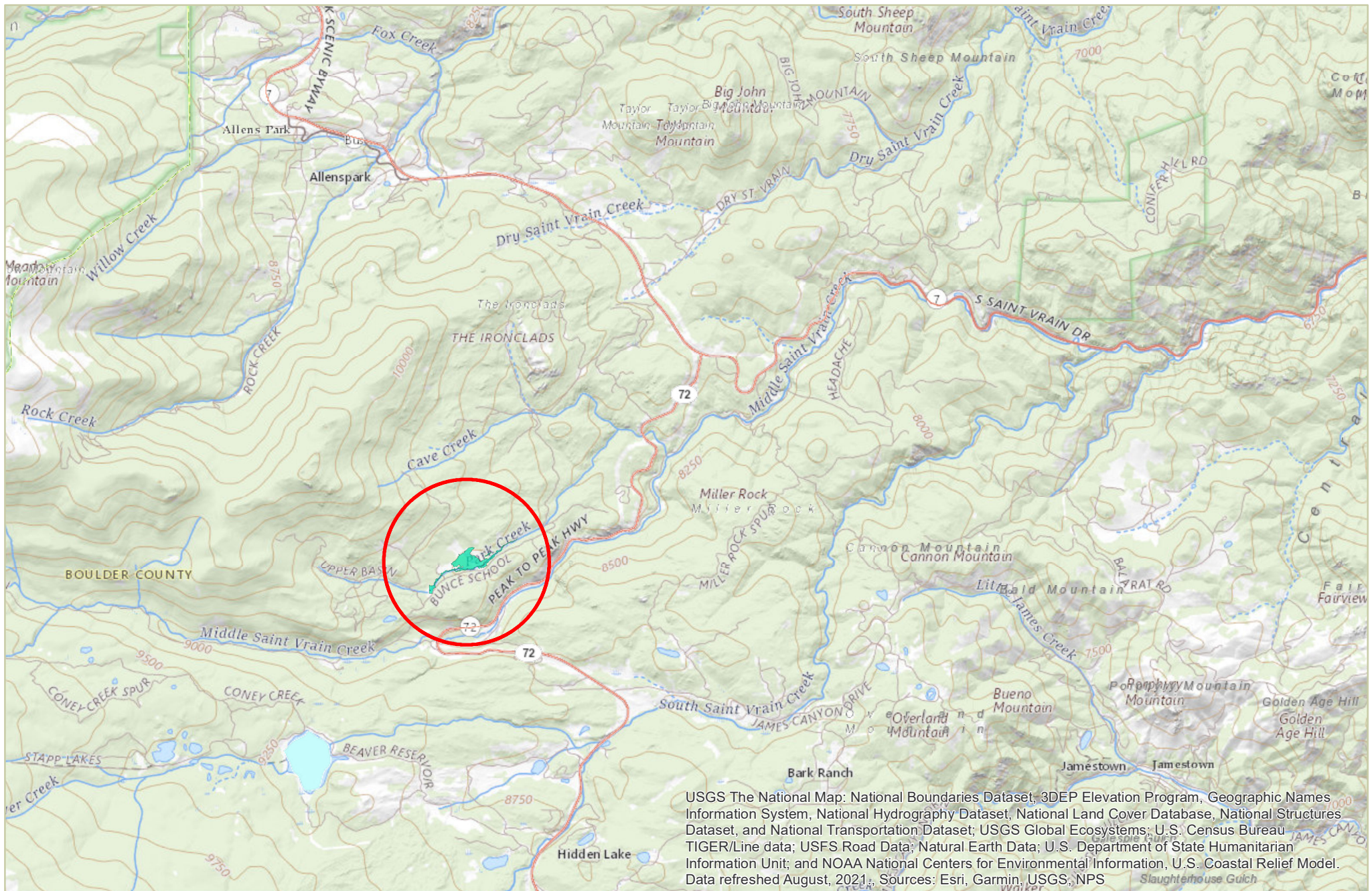
Date

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

Attachment A: Prescott Wetland Location Map Within Boulder County



Attachment B: Prescott Wetland - Zoomed Location Map



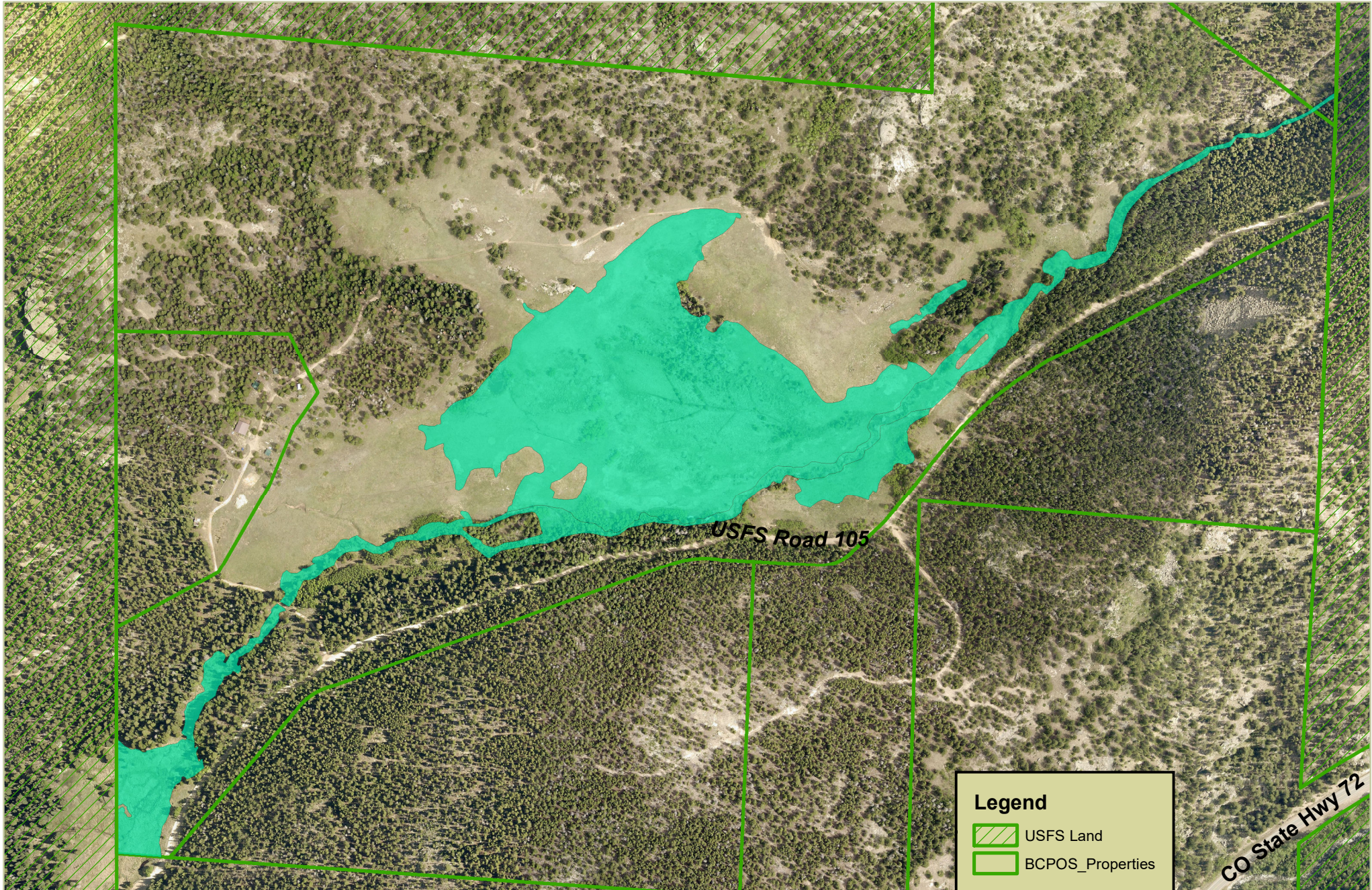
USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed August, 2021. Sources: Esri, Garmin, USGS, NPS



Attachment C: Prescott Wetland-Historical Ditching



Attachment D: Prescott Wetland Boundaries



Attachment E: Site Photos



Access road above first switchback above Peaceful Valley Campground.



Main ditch and alternating branching side channels, June 30, 2022. Looking west from Point A.



Lower section of main ditch; August 21, 2020. Looking west below Point A.



Lower section of main ditch, August 21, 2020; looking east from Point A.



Lateral Ditch, June 30, 2022; Looking SW from Point B.



Intact fen above (NW) of ditching; June 30, 2022, taken looking NW from Point C.



Main ditch below fen, August 21, 2020; looking east from Point C.



Attachment F: Partial County-Specific Technical Specifications

Preface

Construction Specifications to be used on the Prescott Wetland Restoration DESIGN-BUILD Services Project (Project) will be based on Mile High Flood District (MHFD) construction specifications (2015). Individual specifications can be found by referencing <https://udfcd.org/specifications>. In some cases, specifications may be a modification of the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction 2019 (CDOT 2019). Individual specifications can be found by referencing CDOT 2019. Copies of CDOT 2019 may be obtained online or from the Colorado Department of Transportation, Office of Bid Plans, 4201 E. Arkansas Avenue, Denver, CO 80222.

Specifications that are applicable to the project will be dependent on final design outcomes and some of individual specifications listed below may or may not be applicable. Some general County specific specifications are included below, followed by modifications to some of the MHFD General Conditions or Technical Specifications included in SECTION 00 73 00 SUPPLEMENTARY CONDITIONS, that may be appropriate to the project. After 60% design, BCPOS and the Contractor will work together to identify any additional MHFD specifications that may require supplementary conditions specific to the project. If during the construction, a specification that has been omitted is deemed applicable the Contractor will be notified.

References

1. Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction, project Development Branch, Standards and Specifications Unit, Denver Colorado, 2011.
<https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/standard-special-provisions/sections-200-500-revisions/216src/view>
2. Urban Storm Drainage Criteria Manual, Volume 3, Best Management Practices, Updated November 2010, Urban Drainage Flood Control District, Copyright 2011, Denver, Colorado, [www. Udfcd.org](http://www.udfcd.org),
<http://www.udfcd.org/downloads/pdf/critmanual/Volume%20%20PDFs/120%20Chapter%2012%20Revegetation%20001-01.pdf>

Safety and Conduct – General:

1. The Contractor and its employees, as well as any sub-contractors, are expected to maintain a high degree of professionalism and safety while being present on Boulder County property. The project site is public land and surrounded by other Federal public lands; therefore, it is highly likely that the Contractor will encounter public citizens utilizing trails and other available resources. It is the Contractor's responsibility to maintain adequate safety zones with regard to all components of its operation.
2. All personnel associated with the Contractor will wear O.S.H.A. approved P.P.E. appropriate for their current duties.
3. First aid equipment/supplies will be readily available for all workers as well as reliable means of communication in the event of an emergency situation.
4. Contractor will have emergency response/evacuation plan, in the advent of serious illness or injury, for their crew.
5. One (1) 5# fire extinguisher will be in place on mobile operational equipment as well as trucks.
6. One (1) hand tool (shovel, Pulaski, etc.) will be readily available for each employee currently on site for fire suppression, if needed.
7. Equipment operators will be responsible for maintaining the safety zone surrounding their particular operation. This safety zone shall extend approximately 1.5-2 X the distance where specific operations could injure personnel or bystanders.
8. Unlawful, rude, or aggressive behavior will not be tolerated.
9. Contractor will comply with all Government Safety and Health regulations and the Department of Labor Occupational Safety and Health (OSHA) standards.

Project Safety:

1. Contractor will explain, in detail, their proposal and how they will manage for safety in all elements of the operation.
2. The Contractor will submit a safety plan that includes a discussion of safety for public and staff. All authorized persons in the operational areas should have radio communications with the Contractor's designated project leader. The authorized persons in the project areas should be wearing hardhats, hearing protection if needed, and highly visible clothing.
3. Contractor will be required to assure that it is operating within the constraints of the equipment being used, the given load, weather conditions, etc.
4. Dust abatement will be required at staging areas when necessary. Mud tracking control will be used at all entrances to paved roadways, when necessary, that are adjacent to staging areas.
5. As needed, the Contractor will provide personnel to control local traffic, in compliance with Federal, State and County regulations, during operations.

Hazardous Materials: Fueling, Hydraulics, and Lubricants:

1. Fueling equipment and operations will be inspected and approved upon mobilization of the operation by the BCPOS before the Contractor can proceed with work. On-site regular inspections will include, but are not limited to, checking for evidence of oil/fuel leaks at

all piping, oil/fuel lines, hydraulic lines and seals, fuel tanks and other sources of leaks. All evidence of leaks will be investigated and immediately repaired prior to operation of the equipment operation at the project site. If at any time a spill occurs, the Contractor will notify BCPOS immediately.

2. All non-manual fueling equipment will have an automatic shut-off switch installed to avoid fuel releases.
3. The Contractor is required to clean up any spill, including, but not limited to, diesel or gasoline fuels. The Contractor will assume all liability and responsibility for clean-up of any spill and will meet all established EPA Spill Prevention, Control and Countermeasure (SPCC) Rules and Colorado Clean Air and Water Standards.
4. Fueling and fuel storage will occur at a distance greater than 100 feet from delineated wetlands, ephemeral or perennial streams.
5. Contractor will submit a written spill management plan.
6. Use of Hazardous Materials and/or petroleum products requires that all appropriate State and Federal Regulations be complied with including, but not limited to, Material Safety Data Sheets (MSDS) on hand and use of necessary Personal Protective Equipment (PPE).
7. On-site disposal of Hazardous Materials or Waste, including hydrocarbons is not authorized. Violations of on-site disposal will subject the Contractor to, at least, the cost of reclamation and the appropriate disposal of contaminated soil.
8. Incidental minimal leaks from fittings, gaskets, or ruptured hoses will not subject the Contractor to remediation requirements. These will be considered to be normal and unavoidable losses. Continual leaks will be noted on inspection reports and correction through on-site, on-going maintenance is required.
9. Maintenance and repair operations that require the draining of engines or hydraulic systems may be conducted on site only if the fluids are captured and properly contained and removed for proper disposal.
10. Trash and debris generated by the Contractor shall be securely contained from wildlife and removed on a daily or weekly basis.
11. The Contractor is responsible for providing on-site portable toilet facilities for their staff.

Clearing and Grubbing

1. If applicable, after the staging areas and their access have been delineated, the vegetation should be mowed to a maximum height of 4-inches over the area to be disturbed. If the amount of vegetation exceeds what can be incorporated into the soil, without interfering with establishing a proper seedbed, then excess vegetation shall be removed.

Mobilization

1. The shortest access road leading to the project site passes through a USFS campground, and a weight limited bridge. Beyond this the road is a primitive, narrow, and steep four-wheel drive road requiring a high clearance vehicle. Access can be had from the north on

Bunce School Road, but this is a similarly primitive road, narrow, with limited ability to turn a vehicle around and a longer route than the former, and as of the current writing, is blocked by a rockslide.

2. Active operations will only occur Monday through Friday and between dawn to dusk. Work on Saturdays may be allowed with written permission. Active operations are prohibited on Sundays as well as Federal holidays.
3. Minimizing surface disturbance is paramount for this project due to adverse topography and highly erodible soils. Every effort will be made to minimize surface disturbance.
4. All equipment must be maintained and in good working order. Continuous and excessive oil, hydraulic, coolant, or fuel leakage will not be tolerated and will be cause to have the machinery removed immediately from the site. The Contractor will be held liable for any site contamination, including removal of any contaminated soil by the Contractor.
5. All bulk fuel storage/transfer tanks shall either be contained in a vehicle or, if stationary on-site, placed within a lined catchment basin or tank.
6. All equipment used on site shall be cleaned prior to arrival to ensure that noxious/invasive weed seed is not present. Machinery will be subject to a County inspection before unloading on site, and it is highly recommended that inspection take place at the equipment cleaning site.
7. Any equipment maintenance and repair on site shall be done in a responsible manner with proper prevention/rehabilitation measures taken for any source of site contamination.
8. Operations equipment/supplies will not be allowed to remain on site during the non-operational period, except for the express purpose of move-in/move-out and equipment maintenance.
9. Equipment operations will only be conducted when surface conditions are dry (below the plastic limit). All reasonable measures will be taken to avoid rutting and excessive soil compaction. Significant and unnecessary site damage, as deemed by BCPOS, will be the responsibility of the Contractor to rehabilitate at the direction of BCPOS or their designee.
10. All exclusion areas for critical areas and sensitive sites (wildlife, riparian areas, etc.) will be clearly marked by BCPOS or their designee.

11. All operators shall have the skills to operate machinery in a responsible, safe, and efficient manner while being conscientious of natural resource and public values.
12. The Contractor will maintain a clean operation. All trash, refuse, and waste will be disposed of properly and hauled off site promptly by the Contractor. The Contractor must provide on-site portable toilet facilities for their staff.
13. The Contractor is responsible for removing all trash and debris from the work areas. The Contractor is responsible for hauling this material off site for disposal.
14. Contractor will be held responsible for any damage to public roads and/or infrastructure sustained during the project.

Survey

It is Contractor's responsibility to install and maintain survey control stakes. A surveyor, licensed to practice in the State of Colorado, shall be part of the selected contractor's team. Site benchmarks will be needed to facilitate construction staking and surveying for as-built conditions.

Traffic Control

Contractor will be required to maintain load records and submit copies of these records to BCPOS upon request.

Transportation route includes segments of Municipal, County, State, and Federal paved and unpaved roads. The Contractor is solely responsible for any required transportation fees/permits associated with project. The Contractor is also solely responsible for adhering to weight restrictions associated with selected transportation route.

Contractor will have the sole responsibility for all resources and personnel needed to process, load, transport, and unload the material. No equipment or operational support will be provided by the County.

If needed, caution signs, indicating heavy truck traffic, will be provided by the Contractor, and shall be placed at appropriate intersections located adjacent to the project.

All truck drivers, whether employees or sub-contractors, will be fully licensed and experienced CDL drivers. Drivers must be experienced with driving in adverse conditions, on unimproved roads, that include steep/rough terrain. All transport equipment must be in fully operable safe condition as set forth by CDOT regulations.

General Stormwater Control Measures Specifications

A stormwater management plan with appropriate stormwater control measures are required per permit conditions. Required controls include but are not limited to vehicle tracking pads and erosion barriers (silt fence or biodegradable SCLs). If the area of combined disturbance is equal to or greater than one acre, then a CDPHE (Colorado Department of Public Health and Environment) storm water permit is required from the State of Colorado.

Sediment Control Log Biodegradable

All biodegradable sediment control logs installed as part of erosion control shall be curled aspen wood excelsior with bio-degradable tube netting, and a minimum size of 9" in diameter.

Final Stabilization and Revegetation

Any temporary control measures, aggregate or matting material placed for staging areas or access roads must be removed by the Contractor at the end of the project.

Rehabilitation of work areas, as well as any temporary access roads, will be the responsibility of the Contractor. This may include ripping if soils are compacted and seeding and mulching. Impacted areas will be inspected by the BCPOS and rehabilitation actions will be determined at that time. The Contractor will be responsible for negative and unnecessary surface impacts on the landscape.

Activities shall include:

1. Areas that are within and leading to the staging area that are not previously existing public roadways, and are compacted by heavy equipment, shall be de-compacted by using an excavator or chiseling with dozer or other appropriate equipment. If feasible, and in areas with minimal surface rock, compacted areas will be chiseled to a minimum depth of 10-inches, with no more than a 10-inch interval between chiseled furrows.
2. Two passes with a chiseler may be necessary, with the second pass chiseling between the first furrows, or perpendicular to original furrows.
3. Seedbed Preparation of Reclaimed Staging Areas: On disturbed areas, further seedbed preparation such as discing, harrowing and/or firming operations will be necessary to reduce soil clods that are greater than 4-inches in diameter, and to provide a seedbed that is firm and friable.
4. Seeding of Reclaimed Staging Areas: BCPOS will provide the seed mix and seeding specifications. Seed shall be broadcast seeded at the provided rate. Broadcast seed shall be raked, harrowed, or otherwise-covered by soil to a depth of ¼" to ½" prior to any mulching.
5. Mulching of Reclaimed Staging Areas: After seeding has been completed, the application of mulch may be required on the seeded areas to protect the seed and conserve soil moisture, which will aid in seedling germination and establishment. The

seeded area shall be mulched within 24-hours after seeding. One of the following types of mulch are to be used for all disturbed areas unless an alternate is approved, or the task is waived in writing by BCPOS:

- a. Wood straw covering the entire area of disturbance to a depth of ½" to 1"

Topsoil Excavate, Stockpile, and Replace

Topsoil Removal: Some limited topsoil removal may be necessary. The Contractor will notify the BCPOS prior to removing topsoil on site.

Topsoil should be removed by a frontend loader, (preferred method), skidster, or excavator with smooth bucket. Topsoil should not be removed or handled under wet soil moisture conditions. The BCPOS can provide assistance in determining topsoil depth and proper removal. The depth of the topsoil layer may vary. Topsoil may be delineated from the subsoil by a higher organic matter content (usually, but not always, indicated by a darker color) and a relatively loose and friable soil structure. The BCPOS Vegetation Specialist should be present at the site as topsoil removal is initiated to determine average topsoil depth. Typically, topsoil is between 4 to 8-inches in depth, though it may be much deeper on this particular site. Topsoil should be placed to one side of the construction area, isolated and fenced from undue equipment impacts, and kept for replacement upon completion of rough grading.

SECTION 00 73 91
SUPPLEMENTARY SPECIFICATIONS

The following specifications are added to the standard MHFD Technical Specifications, including multiple specifications from the CDOT standards.

SECTION 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

Part 3, Subsection 3.01 DUST CONTROL

ADD the following paragraphs after paragraph 3.01.C:

- D. The CONTRACTOR shall carry out proper and efficient measures wherever and as often as necessary to reduce the dust nuisance, and to prevent dust from damaging dwellings, or causing a nuisance to persons. The CONTRACTOR shall be held liable for any damage resulting from dust originating from operations under these specifications on County property or elsewhere.

Part 3, Subsection 3.05 WATER QUALITY CONTROL

ADD the following paragraphs after paragraph 3.05.O:

P. **Readily Biodegradable Hydraulic fluids:**

Equipment operating within or adjacent to any surface waters shall be free of fluid leaks.

All fueling, oiling, or maintenance of equipment shall be performed in designated upland locations, with adequate CMs to contain potential spills.

Readily biodegradable hydraulic fluids or “bio-hydraulic fluids” shall be utilized for all equipment operating in water and shall not have a mineral oil base. The CONTRACTOR shall submit certification of the use of non-toxic, readily biodegradable hydraulic fluids for equipment operated in water to the County for approval prior to use.

All equipment with bio-hydraulic fluids shall be visibly marked and readily identifiable at a distance of 100-ft.

Base oil is preferred in the following order: vegetable oil preferred over synthetic esters or polyalkylene glycols. Bio-hydraulic fluids that have had more testing completed for Section 12 of the SDS Data Sheet for EPA VGP EAL Compliant or EU EcoLabel Compliance are preferred over no data available.

Acceptable readily biodegradable fluids will meet the following criteria in Section 12 of the SDS Data Sheets (Any exceptions must be approved by the County.)

1. AQUATIC/ECOTOXICITY: Based on previous studies, LC50/EC50 is greater than 3,000 ppm (3000 mg/L) (amount of substance that kills 50 percent of the test animals in a given time).
2. BIODEGRADATION: Ultimate Biodegradation is listed as "Readily biodegradable" >60% after 28 days (inherently biodegradable is not sufficient)*.
3. PERSISTENCE AND DEGRADABILITY: Readily biodegradable >60% after 28 days.
4. BIOACCUMULATION: Non-bioaccumulating. The base oil shall not be mineral oil.

The County shall approve the CONTRACTOR's plan for leaking equipment extraction from the creek (spill plan information to be included in SWMP) and deployment of Oil Only Sorbent/Absorbent socks and booms should a spill occur.

Multiple spill kits (emergency pollutant isolation and clean-up materials) must be on-site during all work with heavy machinery, including at the staging area and at any point of active work.

All crew members shall be trained on how to use the spill kit equipment and where the materials are kept onsite.

- Q. Turbidity increases in a stream or other bodies of water that are caused by construction activities shall be limited to the increases above the natural turbidities permitted under the water quality standards prescribed for that stream or body of water. When necessary to perform required construction work in a stream channel, the prescribed turbidity limits may be exceeded, as approved by the Colorado Department of Public Health and Environment (CDPHE) in the permit received by the CONTRACTOR and also according to the Boulder County Stormwater Quality Permit, for the shortest practicable period required to complete such work. This required construction work may include such work as diversion of a stream, or specified earthwork in or adjacent to a stream channel, and construction of turbidity control structures. Mechanized equipment shall not be allowed to operate in flowing water except as necessary and permitted to construct crossings or to perform the required construction (see section P above).

Part 1, Subsection 1.02 GENERAL

ADD the following paragraphs after paragraph 1.02.B:

- A. No equipment shall be mobilized to the work site unless one of the following measures are taken to prevent the spread of noxious and invasive species including aquatic nuisance species (ANS):
 - 1. Remove all soil, plant and animal material, and debris from equipment (tracks, tires, undercarriages, turrets, buckets, drags, teeth etc.) and spray/soak equipment with a 1: 1 solution of Formula 409 Household Cleaner and water, keeping equipment wet for at least 10 minutes, and allow to dry for 5 days before mobilization OR
 - 2. Remove all soil, plant and animal material, and debris from equipment (tracks, tires, undercarriages, turrets, buckets, drags, teeth etc.) and spray/soak equipment with water 120-140 degrees F for at least 10 minutes, and allow to dry for 5 days before mobilization

Prior to moving such equipment onto the project, the CONTRACTOR shall submit to BCPOS a written list of the equipment and a signed certification that it was treated using one of the two methods specified above.

Inspection by BCPOS of all previously used equipment is highly recommended at the cleaning location, or at the work property boundary (not recommended due to high chance of rejection).

New (clean) equipment can be an exception to the cleaning requirements, as approved by BCPOS, but must still be inspected at the work property boundary at minimum.

Equipment removed from the project boundary and seeking re-entry will need to be cleaned again following one of the two methods above.

After project completion, this equipment shall be treated prior to its use in another stream, river, lake, pond or wetland.

- B. Equipment shall not deviate from the designated access routes and staging areas to avoid sensitive landscapes.
- C. Ensure adherence to the Protected Plants and Wildlife Conservation Measures as outlined in Section 240, through coordination with all parties, and required activities from mobilization through demobilization.

SECTION 31 11 00 CLEARING AND GRUBBING

Part 1, Subsection 1.01 SECTION INCLUDES

REPLACE the following paragraphs:

- A. This WORK consists of clearing, grubbing, removing, stockpiling, and disposing of vegetation and debris within the limits of the project site as shown on the drawings and as required by the work. Vegetation and objects designated to remain shall be preserved free from injury or defacement.

Part 3, Subsection 3.01 GENERAL

ADD the following paragraphs after paragraph 3.01.B:

- C. Woody material to be removed shall be approved by BCPOS in the field prior to work.
- D. Once all clearing and grubbing is completed and approved, no additional clearing shall be allowed unless approved, in writing, by BCPOS.
- E. Clearing and Grubbing limits, limits of disturbance, and woody material to be removed shall be approved by BCPOS in the field prior to work.

All trees cut and removed, leaving roots intact in the ground, shall have remaining stumps cut as flush to the ground as possible, with no more than 4-inches protruding above finished grades. All non-native tree species, as designated by the BCPOS Vegetation Specialist, shall have the cut stumps treated with an appropriate herbicide (refer to Section 217) within five minutes of cutting to prevent re-sprouting.

Trees designated for removal shall be discussed with BCPOS Vegetation Specialist prior to removal. If grading plans allow, it may be possible to avoid certain trees, or cut to the ground and allow for regrowth from the remaining roots. The CONTRACTOR shall identify and mark each tree to be removed. BCPOS staff shall be notified for inspection and approval of these marked trees. No tree greater than 6-inch DBH shall be removed without prior approval by BCPOS. Trees removed without prior approval shall be replaced at the CONTRACTOR's expense.

Materials being stored for future use shall be stockpiled in areas designated on drawings or approved by the County. Areas shall be protected with fence and erosion control measures.

- F. CONTRACTOR shall harvest the limited quantity of topsoil within the limits of disturbance for the project and stockpile for later placement per Section 207

TOPSOIL. Existing native grasses do not need to be mowed or scalped and may be incorporated into the topsoil stripping of the site. No invasive grasses shall be incorporated into the topsoil stripping of the site.

- G. Tree or shrub branches which are in the way of construction equipment and require pruning shall be pruned with sharp pruners, pruning saw, or chainsaw to the next crotch or trunk of the tree without tearing or otherwise damaging the bark collar on the remaining portion of the tree.
- H. Any shrub thicket which occurs within construction access corridors or staging areas (in locations which will not be filled or cut) shall be pruned within 4-6 inches of the ground. These plants will regrow from their roots following completion of construction.
- I. Any shrub thickets within construction areas to be filled shall be filled around carefully to leave some aboveground portion of the shrub visible, if possible, as grade is elevated.

SECTION 240: PROTECTED PLANTS AND WILDLIFE CONSERVATION MEASURES

This work consists of protecting migratory birds and other protected species during construction. This Section includes pertinent criteria relating to the:

1. Endangered Species Act (ESA)
2. Migratory Bird Treaty Act (MBTA)

Coordination with BCPOS is critical and shall be implemented early in the construction process to limit or avoid construction delays.

Compliance with MBTA and the BGEPA is required.

Project Specifics (these dates supersede all other dates with regard to species and vegetation protection): Coordination with the BCPOS Wildlife Specialist and permitting agencies on appropriate measures for protection of wildlife species is required.

1. Primary nesting season for migratory birds is from April 1st through July 31st.
2. Primary nesting season for nesting raptors is from February 1st through August 31st.

Refer to project-specific permits for details, some reminders are called out in this section.

Pre-Construction:

1. Minimize footprint of disturbance by limiting access points, staging, etc.
2. Locate access routes and haul routes in previously disturbed areas and existing roads.
3. CONTRACTOR shall delineate areas of no entry for equipment on the ground with plastic construction fencing.
4. CONTRACTOR will debrief onsite personnel of limits of construction, construction fencing, limits of disturbance, no entry areas and other conservation pertinent measures.
5. Follow stormwater guidelines and utilize control measures to limit sedimentation, contamination, erosion.

Project Implementation:

1. Limit disturbance to vegetation to the grading areas and staging areas as defined in the project plan set.
2. Choose equipment size/type appropriately to minimize disturbance and soil compaction. Stage, operate, locate and refuel equipment in designated approved areas outside of riparian habitat and immediately adjacent upland habitats. Operate equipment from previously disturbed or modified roadbeds or shoulders above riparian areas, when possible. Limit entrance and exit points in project area.
3. Stockpile topsoil and debris in designated approved areas outside of critical protected areas, and protect from water flows.
4. Promptly remove waste to minimize site disturbance and attraction of predators.
5. Cover exposed holes or loose dirt with tarps/boards to prevent entrapment and injury.
6. Use control measures to limit construction disturbance.
 - a. Soil compaction: Establish one access route preferably along existing disturbed surface or route.
 - b. Soil compaction: Temporarily line access routes with geotextiles in wet, unstable soil.
 - c. Weed control: Wash and inspect vehicles and equipment per project requirements before entering or leaving project area.
 - d. Weed control: Use only County-provided or County inspected or weed free certified materials, including gravel, sand, topsoil, mulch, and seed.
 - e. Complete construction in a given location before beginning restoration activities.

Migratory Bird Treaty Act (MBTA) and Bald and Golden Eagle Protection Act (BGEPA):

The CONTRACTOR shall schedule clearing and grubbing operations, earth work, soil disturbance and work on structures (hereinafter "Construction Activities") 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) or other protected species.

Migratory Birds: If work requiring ground disturbance and/or removal of woody and herbaceous vegetation occurs during the primary breeding season (April 1st through July 31st),

pre-construction surveys, using accepted bird survey protocols, for nesting migratory birds must be completed within one week prior to commencement of work. It is the CONTRACTOR's responsibility to communicate their updated mobilization schedule with BCPOS to ensure that BCPOS has a minimum 2-weeks notice and can schedule pre-construction surveys one week prior to ground disturbance.

1. *Vegetation Removal and Trimming (including trees, shrubs, and other vegetation).* When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season, when possible.
2. *Grasses and Other Vegetation Management.* The undisturbed ground cover to 50 feet beyond the area-of-disturbance, or to limits of construction, whichever is less, shall be maintained at a height of 6 inches or less beginning April 1 and continuing until August 31 or until the end of ground disturbance work, whichever comes first.
3. *Work.* The CONTRACTOR shall prosecute work in a manner that does not result in a taking of migratory birds protected by the MBTA. The CONTRACTOR shall not undertake work during the primary breeding season, April 1 through August 31, unless the following actions are taken:
 - a. During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the CONTRACTOR shall monitor the work areas at least once every three days for any nesting activity and consult with BCPOS if found.
 - b. 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. Consult with the BCPOS Wildlife Specialist prior to any removal activities.
 - c. 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. When work is complete, the CONTRACTOR shall remove and properly dispose of netting used in work areas.
 - d. 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 BCPOS Wildlife Specialist. 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 BCPOS Wildlife Biologist. This buffer dimension may be changed if determined appropriate by the BCPOS Wildlife Biologist. The CONTRACTOR 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 BCPOS Wildlife 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.

- f. If the fence is knocked down or destroyed by the CONTRACTOR, BCPOS will suspend the work, wholly or in part, until the fence is satisfactorily repaired.
- g. Inactive nest removal and other necessary measures shall be incorporated into the work as follows: *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.
- h. *Taking of a Migratory Bird*. The taking of a migratory bird shall be reported to the BCPOS Wildlife 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.

END OF SECTION

**ATTACHMENT G
BOULDER COUNTY, COLORADO
CONFIDENTIAL AND SENSITIVE INFORMATION SHARING AGREEMENT**

This Confidential and Sensitive Information Sharing Agreement (“Agreement”) 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 _____ (the “Recipient”). County and Recipient are each a “Party,” and collectively the “Parties.”

RECITALS

1. The Recipient has requested the disclosure of certain data gathered and held by the County that the County believes to be confidential and/or sensitive and immune from the disclosure requirements of the Colorado Open Records Act (CRS § 24-72-201 *et seq.*) (the “Protected Information”).
2. The County has determined that the Protected Information is exempt from disclosure to third parties because disclosure to third parties without the County’s permission would do substantial injury to the public interest under the Colorado Open Records Act (CRS § 24-72-203(1), CRS § 24-72-204(6)(a)).
3. Additionally, use and disclosure of the Protected Information is further governed by the County’s Sensitive GIS Data Policy adopted March 26, 2015, which is available upon request.
4. The County agrees that there are legitimate purposes to which the Recipient may use the Protected Information which do not violate the Colorado Open Records Act.
5. The Parties are entering into this Agreement to set forth the terms and conditions upon which the Protected Information will be disclosed to the Recipient and the limitations upon Recipient’s use of the Protected Information.

AGREEMENT

Now therefore, in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Recipient, in accepting the Protected Information, hereby acknowledges the limitations of such Protected Information and the restrictions on its use. The Protected Information being provided is intended to comply with the Recipient’s ability to use the Protected Information for its internal purposes, but while also acknowledging that the County has legitimate concerns about the Protected Information’s use by third parties.
2. No part of the Protected Information may be copied, reproduced, published in raw form or transmitted in any form or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information retrieval system that can be accessed by third parties without the County’s prior written consent. The Recipient shall not

license, relicense, sub-license, assign, release, publish, transfer, sell or otherwise make available any portion of the Protected Information to a third party without the prior express written permission of County.

3. If a third party makes a request for access to the Protected Information and alleges that it is entitled to disclosure of the Protected Information under the Colorado Open Records Act, if the Recipient is a governmental entity, it shall assert to the third party that the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a) because its disclosure would do substantial injury to the public interest. If the third party challenges whether the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a), the Recipient shall timely offer the County the opportunity to petition to a district court for an order permitting restriction from disclosure. If Recipient is not a governmental entity, Recipient shall instruct such third party to direct any Open Records Act requests to the County.

4. The Protected Information which is the subject of this Agreement has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Protected Information, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Protected Information provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Protected Information for a particular purpose or use. The Recipient shall immediately notify the County in writing of any and all defects, errors, inaccuracies, or any other problems with the Protected Information discovered by Recipient.

5. The County is not responsible for incidental, consequential, or special damages arising from the use of the Protected Information provided to Recipient. Recipient agrees that the Protected Information shall be used and relied upon only at the risk of Recipient. Recipient agrees to indemnify and hold harmless County, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Protected Information which is the subject of this Agreement.

6. Protected Information will remain the property of the County. The Recipient agrees that the Protected Information will be disclosed or disseminated only to the Recipient's employees who have a need to know and who are under an obligation limiting the use and disclosure of the Protected Information. Upon termination of this Agreement, or once the purpose for which Recipient received the Protected Information no longer exists, no further disclosure or dissemination of the Protected Information shall be permitted, except with written permission of the County. **Recipient shall, to the extent practicable, destroy all Protected Information and shall provide the County with written confirmation once the Protected Information is destroyed.**

7. Notice: Within sixty (60) days after a change of a Party's address, the Party shall provide the other Party with written notice of any change of address. For purposes of the notices required to be provided, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail

- Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the Parties at the following addresses:

To the County: Boulder County Parks and Open Space
 Attention: ADMIN Contracts Division
 5201 St. Vrain Road
 Longmont, CO 80503

To the Recipient:

8. Pursuant to the terms of this Agreement, County shall provide Recipient the following Protected Information:

9. Additional conditions of and/or rights relating to the release to Recipient of the Protected Information are as follows:

The data specified above is to be used solely for RFP NO. XXXX-22; Prescott Wetland Restoration Design – Build Project.

This data is not to be shared with any other entity or the public or used for any other project purpose.

10. General Provisions:

(a) Recipient warrants and represents to County that it has full power, right, and authority to enter into this Agreement and, where applicable, to act as agent for and to be bound to perform all the terms and conditions pursuant to, this request for Protected Information.

(b) Each Party, upon thirty (30) days prior written notice, may terminate this Agreement. The obligation to protect the confidentiality of information received prior to termination shall survive.

(c) This Agreement will be governed by the laws of the State of Colorado, excepting its conflicts of law provisions. This Agreement and any amendment thereto, must be in writing and signed by an authorized representative of each Party. No failure or delay in exercising any right under this Agreement will operate as a waiver of any term or condition hereunder.

(d) The Recipient agrees to use the same degree of care to protect the confidentiality of the information it receives from the County as it would use to protect its own confidential or sensitive information.

(e) This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Protected Information which is the subject of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below.

RECIPIENT:

By: _____

Name: _____

Title: _____

Date: _____

THE COUNTY OF BOULDER, a body corporate and politic

By: _____

Therese Glowacki, Director
Boulder County Parks and Open Space Department

Date: _____



Parks and Open Space

5201 St. Vrain Road • Longmont, Colorado 80503
303.678.6200 • Fax: 303.678.6177 • www.bouldercounty.org

ATTACHMENT H PRE-AUTHORIZATION FOR WORK

DATE:

RE: **RFP NO. XXXX-22; PRESCOTT WETLAND RESTORATION DESIGN – BUILD PROJECT**

CONTRACTOR:

I. The Tasks listed in Section II below (the “Tasks”) are required for the Project identified above. The Parties desire to enter into this Pre-Authorization for Work (“Pre-Authorization”) to authorize performance of the Tasks by the above-named Contractor, prior to entering into a full contract for the Project. The Parties agree that execution of this Pre-Authorization is in the Parties’ best interests as it facilitates commencement of low-risk preliminary tasks prior to completion of the contracting process that will maximize the available time for Project completion.

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

1. No Additional Costs: The Parties agree that Contractor’s performance of the Tasks authorized hereunder shall not be charged to Boulder County (“County”) as an additional expense separate from the original Bid submitted to and accepted by County.
2. Tasks to be Performed: Contractor will perform the Tasks (a) in a good and workmanlike manner, (b) at its own cost and expense, and (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed.
 - a. Contractor understands this Pre-Authorization does not constitute a Notice to Proceed for the Project; A separate notice will be issued upon execution of the Contract. Accordingly, this Pre-Authorization only authorizes performance of the Tasks.
3. Term/Termination: This Pre-Authorization shall become effective upon the date of last signature included below. In the event of a conflict between the full contract and the terms of this Pre-Authorization, the terms of the full contract shall control. County may terminate this Pre-Authorization upon seven (7) days’ notice to Contractor. In the event of termination of this Pre-Authorization by County, Contractor shall not be entitled to any compensation for the work performed hereunder.

4. Full Contract: The Parties agree to work together in good faith to enter into a full contract for the Project that is substantially similar to the sample contract supplied by County in the BID packet. Unless earlier terminated by County, this Pre-Authorization shall be automatically incorporate into the Parties' full contract for the Project upon execution thereof. In the event that the Parties fail to enter into a full contract for the Project, Contractor shall not be entitled to any compensation for the work performed hereunder.
5. 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 Tasks under this Pre-Authorization. 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 Pre-Authorization.
6. Independent Contractor: **Contractor is an independent contractor for all purposes in performing the Tasks. 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 Tasks. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.**
7. Governing Law/Venue/Severability/No Third-Party Beneficiaries: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Pre-Authorization. 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. If any provision of this Pre-Authorization becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the

Pre-Authorization will continue to be operative and binding on the Parties. Enforcement of the terms and conditions and all rights and obligations of this Pre-Authorization are reserved to the Parties. Any other person receiving services or benefits under this Pre-Authorization is an incidental beneficiary only and has no rights under this Pre-Authorization.

8. 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.
9. Legal Compliance: Contractor is solely responsible for ensuring that its performance under this Pre-Authorization and the Tasks themselves will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Tasks or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
10. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Pre-Authorization ("Work Product") will be owned exclusively by 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.
11. Execution by Counterparts/Electronic Signatures/Authority to Sign: This Pre-Authorization 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 Pre-Authorization 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 Pre-Authorization 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. By signing this Pre-Authorization, the person signing acknowledges that they have the authority to sign on behalf of Contractor.
12. 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 PRE-AUTHORIZATION, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS PRE-AUTHORIZATION, 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.

ATTACHMENT I
TERMS AND CONDITIONS

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS

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

ATTACHMENT J SAMPLE - CONTRACT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks and Open Space
Division/Program	Resource Management Plant Ecology
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – <i>Name, email</i>	Renee Bookless rbookless@bouldercounty.org 303-678-6200
Project Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	Boulder County Parks and Open Space Department Accounts Payables pospayables@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
Contract Term	
Start Date	The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract. NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.
Expiration Date	12/15/2023 NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	12/31/2027
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
RFP NO. XXXX-22; PRESCOTT WETLAND RESTORATION DESIGN – BUILD PROJECT	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor’s proposal in response to the Bid Documents (the “Proposal”)	

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

Purchasing Details – County Internal Use Only

Grant Funded?	No
Bid Number	
Award Date	
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 Retainage; 5-10%
 Project subject to Contractor Evaluation
 Project subject to Notice of Final Settlement

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 [TBD] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

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

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (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. All the Work must be performed during the **Contract Term**.

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

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

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

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: Contractor agrees that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

1. GIS Data;

a. Monuments

- i. The Contractor will provide high-accuracy PLSS monument coordinates in GIS format for each corner section or quarter corner section monument used as a point of beginning or as a position within the survey, with an accuracy of 10cm or less.
- ii. The Contractor will provide a data accuracy report for the monument points in the form of a spreadsheet or CSV file. The file should contain:
 1. An accuracy report for the monument point(s)
 2. A row for each monument record, including latitude and longitude, a unique identifying id name or number, and a description of the point type (corner section, quarter corner section, etc.).
- iii. The Contractor will provide a photo of each monument. Photos will be named with the same naming convention as in section 1.a.ii.2.

b. CAD Data

- i. Any additional CAD project data, such as As-Builts, will be delivered, by Contractor, in GIS format, in addition to CAD format.
- ii. The electronic drawing file must be AutoCAD 2018. Electronic files of the topographical features need to be submitted to the County.
- iii. Once the contractor completes the field topographical survey, an electronic ASCII file with point number, northing, easting, elevation and description shall be submitted to the County. Survey files ending in .txt or .csv are an acceptable format.
- iv. The project base files shall be in model space (not paper space) with 1 foot interval minor contours and 5 foot major contour intervals.
- v. Use fonts that easily translate to AutoCAD 2018 format.
- vi. CAD layer names should be easily understood. A detailed list of standard CAD layers should also be included with the final CAD submittal.
- vii. Text heights should be 0.08 in paper space.
- viii. Plans should be submitted in 11" x 17" format.
- ix. Final plans should be submitted to the County in both CAD (dwg) and PDF format.

- c. GIS Data
 - i. Any other contracted GIS data, such as monitoring, inventories or species mapping will be delivered, by Contractor, in GIS format.
- d. GIS Data Format
 - i. All GIS data (including high-accuracy PLSS monuments and survey plat) are required to be delivered, by Contractor, in an ESRI 10.x compatible format, either shapefile or file geodatabase feature class.
 - ii. All spatial or georeferenced (both GIS and CAD) data are required to be provided, by the Contractor, in the following coordinate system:

Name: NAD 1983 HARN State Plane Colorado North FIPS 0501 Feet

Unit: Foot US

Projection: Lambert Conformal Conic

Horizontal Datum: North American Datum 1983 HARN

Vertical Datum: North American Vertical Datum 1988

Spheroid: GRS 1980

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. 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

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

ii. Automobile Liability

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

iii. Workers' Compensation and Employer's Liability

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

iv. Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$3,000,000.00, following form.

v. Professional Liability (Errors and Omissions)

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

vi. Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

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:	