



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7418-23
RFP Title:	Construction Management and Inspection Services for North 71st Street Shoulders and SH 52 Intersection Project
RFP Questions Due:	January 26, 2023 – 2:00 p.m.
Submittal Due Date:	February 3, 2023 – 2:00 p.m.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Sustainability Questionnaire Signature Page Sample Contract

Please see the link below to access the files associated with this project:
<https://www.dropbox.com/scl/fo/x1d1tctw8qtv68mzmk92b/h?dl=0&rlkey=w2a42c1kcv23dhygw178b3h6q>



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Public Works is seeking construction management and inspection bids for the construction project 71st Street Shoulders and SH 52 Intersection Project. The project location is along 71st Street from Winchester Circle to SH 52 . The project includes road reconstruction and widening of 3,569 feet of 71st Street, realignment of the intersection of 71st Street and SH 52, and construction of a box culvert at Dry Creek No. 2.

Funding is from a combination of City of Boulder and Boulder County. The Construction Management and Inspection Services will be funded solely through Boulder County. The project includes the realignment of the intersection with 71st Street and SH 52.

2. 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. **January 26, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **January 31, 2023**.

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

3. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on February 3, 2023**. **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 # 7418-23 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): Americans with Disabilities Act: If you need special services provided for under the Americans with Disabilities Act (ADA), please contact the Boulder County ADA Coordinator or Human Resources office at (303) 441-3525 as soon as possible to allow sufficient time for service delivery ahead of applicable due dates.



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TERMS AND CONDITIONS

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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SPECIFICATIONS

Please see the link below to access the files associated with this project:

<https://www.dropbox.com/scl/fo/x1d1tctw8qtv68mzmk92b/h?dl=0&rlkey=w2a42c1kcv23dhygw178b3h6q>



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Commercial General Liability

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

Automobile Liability

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

Workers' Compensation and Employer's Liability

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

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.

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

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

In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT

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



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SUBMITTAL SECTION

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

Section 1 – Submittal Instructions

1. Project Approach / Understanding:

The information given for the work plan should demonstrate knowledge and expertise as it relates specifically to this project.

- a. **Project Control:** List staff responsible for the following items and describe how they plan to manage quality and cost.
 - i. **Cost Control:** Indicate how both consultant contract costs and construction costs will be controlled to stay within the budget.
 - ii. **Quality Control:** Indicate how CDOT/County procedures will be followed and the team will insure standards and project plans, specifications and standards are being followed and adhered to.
- b. **Project Concept:** Briefly describe how to achieve project goals and objectives which includes demonstration of clear and concise understanding of the project based on the information provided.
- c. **Critical Issues (Problems and Solutions):** Present an analysis of the most significant issues that may need to be addressed to successfully complete this contract and/or project. Things to consider are major problems identified, significant problems, and reasonable solutions.

2. Hours Worked / Fee Proposal: Provide an all-inclusive fee proposal broken down by tasks, staff classifications and hourly rates (must match approved rates in the existing contract).

Section 2 – Project Information

A. Project Description:

The project is along 71st Street from Winchester Circle north to the intersection of SH 52. The project includes reconstruction, an overlay, and addition of shoulders on 71st Street, the installation of a box culvert at Dry Creek #2 while maintaining vital utilities in place during construction, and the realignment of the intersection of 71st Street and SH 52. Work will be done in City of Boulder, Boulder County right-of way, and CDOT right-of way. Timeline of construction for specific project areas are agency dependent due to prairie dog mitigation.

B. Agency Involvement:

The Owner of this construction project is Boulder County (“County”) with construction funding through is a partnership from Boulder County and City of Boulder. The construction management and inspection services task order will be between the County and the chosen Continuing Services consultant. The County will have one (1) Project Engineer that represents the County (“Project Engineer”) on a regular basis. CDOT and City of Boulder are other agencies in the vicinity. The agency representative during construction is Colton Coughlin.

C. Working hours:

Full time services are anticipated from late winter/early Spring 2023 until Winter of 2023 (includes the duration of the construction, potential adjustments to construction contract time, plus pre and post construction activities, as required). Consultant shall anticipate a minimum of six months’ sporadic work to assist with close-out documents beyond the date issued in the Notice of Substantial Completion. Work may be required on weekends, and/or holidays. Work weeks may be in excess of or less than the standard 40-hour week. The construction period is anticipated to last for approximately 150 working days and an additional five continuous days to finalize punch list items.

D. Construction Management & Inspection Consultant Contract:

- **Routine Billing & Reporting:** The CMI Consultant shall provide monthly billing reports in formats suitable to the Project Engineer for all activities performed by the consultant personnel.

The CM&I Consultant shall bear all costs related to consultant caused delays of construction, including geotechnical and material testing, when required.

- Status of Contract: The CM&I Consultant shall monitor the fiscal status of the contract and advise the Project Engineer of any potential for supplementing their contract.
- Travel: All travel time and mileage will be considered part of the work and will not be reimbursed separately.

Section 3 – General Requirements

- A. Project Standards: Construction Management and Inspection shall be in accordance with the latest versions of the Colorado Department of Transportation's Construction Manual, Field Materials Manual, Standard Specifications for Road and Bridge Construction, Boulder County Multimodal Transportation Standards, Standard and Project Special Provisions, applicable M&S Standards, the project plans, permits, and other documents governing the construction of the project. All applicable manuals, plans, and specifications shall be on-site with the on-site Construction Inspector.
- B. Vehicle: The consultant shall furnish the appropriate number of suitable vehicles equipped with appropriate safety measures (e.g. flashing amber beacon). Employees required to operate vehicles must possess and maintain a valid driver's license.
- C. Equipment: When applicable, the project will provide field office space. The consultant shall furnish a computer with internet and loaded with MS Office and Adobe Pro software, four (4) gigabyte flash drive (at a minimum), color printer, cellular phone, calculator, safety equipment, and other miscellaneous supplies as necessary.
- D. Project Staffing Authority: Boulder County's Project Engineer is in direct charge of the work and is responsible for administration of the project contract. The CM&I Consultant Engineer shall report directly to the Project Engineer. A minimum of one CM&I Consultant personnel shall be on the project when the Contractor is working.
- E. General Construction Management Support:
 - During construction:
 - i. Traffic Control: Monitor the Contractor's implementation of traffic signing, barriers, and other traffic control measures.
 - ii. Daily Quality Control Inspection & Quantity Control: Perform daily quality control inspections for conformance with the contract documents. Quantities of work elements of construction will be measured and recorded to support the preparation and processing of progress pay estimates to the Contractor.

- iii. Project Documentation: Prepare and review Inspector's progress reports and complete appropriate forms and paperwork as described in Exhibit A, Boulder County Construction Management Requirements for External Construction Management
 - iv. Immediate Notifications: Monitor construction operations and notify Boulder County immediately if the following is encountered:
 - 1. Contaminated Material
 - 2. Artifacts
 - 3. Nesting Birds
 - 4. Prairie Dogs
- Post Construction:
 - i. Assist with as-constructed drawings as appropriate, including final pay quantities.
 - ii. Prepare final pay estimate.
 - iii. Project close out tasks as required

F. Submittal of Final Documentation: Final documentation shall be submitted to the Boulder County Project Engineer within 30 working days after project acceptance.

Section 4 – Personnel

The requested personnel staffing for the construction management services for the project include: one (1) Consultant Project Engineer, one (1) (at a minimum) onsite Construction Inspector, one (1) Administrative Assistant (Assistant) (preferred but not necessary) and one (1) Materials Tester to be utilized on the project. If an Assistant is not provided, the Consultant must also meet the requirements for the Assistant. As appropriate, personnel shall provide a copy of certifications and/or licensing before work begins but is not required as part of the Request for Proposal. Personnel that fail to perform work in an acceptable manner shall be removed from the project when determined and directed by Boulder County. The Construction Management and Inspection Consultant shall assign personnel for the duration of the Contract, unless otherwise approved by the Project Engineer. All personnel shall be available to review work, resolve problems, and make decisions in a timely manner as requested by Boulder County.

A. Consultant Project Engineer ("Consultant")

The Consultant Project Engineer shall be permanently assigned to the project and shall be responsible for the administration of the construction contract. The Consultant shall furnish to Boulder County, the phone number where the Consultant Project Engineer can reasonably expect to make contact promptly with the consultant at all times during the project, unless otherwise approved by the Boulder County Project Engineer ("Engineer").

The Consultant shall have the following qualifications:

- Sufficient education, training and experience to meet the minimum qualification comparable to a Boulder County Engineer II, which includes a valid Professional Engineer's License, and be experienced and competent in all aspects of construction within the scope of this project,
- Minimum of six (6) years of experience supervising the work of project inspectors and managing construction in related road, sidewalk, street, trail or bridge projects, and
- Thorough knowledge of the use and completion of Boulder County's Construction requirements.

The Consultant's responsibilities may include, but are not limited to the following:

- Supporting Boulder County's staff through management of the of the construction project,
- Certifying in writing all inspection, materials, material testing and construction management conforms to the plans, specifications and purpose of design,
- Preparing and transmitting updates of construction schedule and activities to the Engineer,
- Preparing routine correspondence to the Contractor, Boulder County, other agencies, as appropriate, etc.,
- Performing Construction Inspection responsibilities as delineated below, and
- Performing Schedule Analysis, as follows:
 - i. Review contractor's accepted as-planned schedule, schedule updates, and method statements for compliance with contract requirements,
 - ii. Assemble and review as-built data and develop a current as-built schedule,
 - iii. Perform a schedule delay analysis and determine amount of excusable delays,
 - iv. Prepare schedule reports and exhibits to assist in the evaluation of schedule delays and remaining as-planned work, and
 - v. Provide ongoing schedule review and evaluation support through project completion.

B. Construction Inspector ("Inspector")

The Inspector(s) shall be permanently assigned to the project and shall be responsible for the everyday inspection of the construction contract. The Inspector shall have the following qualifications:

- Sufficient education, training, and experience to meet the minimum qualification comparable to a Boulder County Senior Engineering Tech employee and be experienced and competent in all aspects of construction within the scope of this project,
- Minimum of three (3) years of experience in inspecting construction in related road, sidewalk, street, trail or bridge projects,
- Thorough knowledge of the use and completion of CDOT forms and documentation, including the CDOT Construction Manual, the CDOT Materials Manual, the CDOT Inspector's Checklist and Boulder County's Construction requirements,

The Inspector's responsibilities may include, but are not limited to, the following:

- Perform duties described in the Boulder County's Inspectors Checklists,
- Participate in weekly progress meetings with contractor, sub-contractors, utilities, and other interested parties,
- Secure project documentation from the Contractor,
- Anticipate project problems and suggesting recommended solutions to the Consultant and Boulder County Engineer.
- Review drawings and data submitted by the construction contractor or suppliers for conformance with the intent of the specifications. Inform and obtain concurrence as needed from the Consultant and Boulder County Project Engineer and keep relevant documentation for project records,
- Maintain accurate notes reflecting actual construction details that can be used in preparation for as-constructed plans,
- Communicate with adjacent landowners to resolve issues that may arise due to construction, as required,
- Review the Contractor's Method of Handling Traffic (MHT),
- Monitor compliance with and taking appropriated action to preserve safety on the project in accordance with the MHT and the Manual of Uniform Traffic Control Devices,
- Provide initial, follow-up, and final inspections of work in progress including interim and final measurements,
- Coordinate with the Tester to ensure testing requirements are met,
- Notify the Contractor, Consultant, and Engineer of non-compliance with the contract plans and specifications in a timely manner,
- Prepare inspection documentation for development of progress payments,
- Prepare standard documentation reports no later than the following Monday of the week,
- Provide liaison and communication to contractor field crews,
- Assist in preparing the as-constructed plans upon completion,

- Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices, and
- Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondences.

C. Administrative Assistant (“Assistant”)

The Assistant shall have sufficient education, training, and experience to assist the Consultant and Inspector(s) with the project documentation including, at a minimum, pay estimates and file organization. In addition, this person shall have sufficient expertise in Adobe, MS Word and MS Excel.

D. Materials Tester (or sub-consultant) (“Tester”)

The Tester shall provide testing services in accordance with the CDOT Field Materials manual and all other applicable testing standards.

The Tester shall have the following qualifications:

- American Concrete Institute (ACI) Level 1 testing technician
- ACI Aggregate testing technician

The Tester’s responsibilities may include, but are not limited to, the following:

- Sample, test, inspect, and document all materials generated and produced on the project. This includes: materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with Boulder County’s SCHEDULE with precedence depending on the funding source; materials that may be added to the project through contract modification; and altered material quantities whether increased or decreased.

Section 5 – Certification Requirements

The following certifications or training are required as shown below. If any personnel have additional training or certifications, please include that information in the proposal (i.e. guardrail, materials, traffic control).

A. All Projects:

- Inspector shall have:
 - i. Erosion Control Supervisor Certification
 - ii. Traffic Control Supervisor Certification (preferred)

Section 6 – Service Expectations and Requirements

Construction Management and Inspection Service Expectations and Requirements:

The consultant shall provide support to the project through assignment of personnel to perform all project management, material testing, and construction oversight and inspection responsibilities. The consultant is responsible for performing and coordinating all geotechnical and material inspection for project construction. Management and inspection responsibilities include, but are not limited to, the performance of the construction activities below. In addition, prepare and review paperwork as described in Exhibit A, Boulder County Construction Management Requirements for External Construction Management.

Project Documentation

- Secure project documentation from the contractor, including submittals (e.g. shop drawings, material sheets) for approval by the County.
- Prepare and transmit updates of construction activities to the Engineer on a weekly basis.
- Prepare and maintain daily logs (written and photo) documenting daily activities and transmit to the Engineer.
- Aid in the preparation of correspondence to the contractor, local agencies, etc.
- Coordinate and perform geotechnical and material testing (e.g. pedestrian bridges, rebar inspection, soil compaction, concrete testing).
- Oversee the contractor's project safety management plan and monitor a safe work site.
- Maintain materials documentation, inspection reports, and payment information in a manner that allows easy access on site.
- Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.
- Maintain written documentation to support all contractor payments.
- Prepare pay estimates for County approval.
- Maintain contract time count.
- Maintain oversight of construction traffic control documentation, approved plans, and traffic control supervisor's diary.
- Prepare all Change Orders for County approval.
- Document out-of-specification items for removal or price adjustment.
- Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices.

Project Management/Facilitation

- Attend preconstruction meeting and lead weekly progress meetings with contractor, subcontractors, utilities, and other interested parties.
- Communicate with adjacent landowners, as required.
- Facilitate approval of the construction traffic control plan with County.
- Facilitate discussions between contractor and Engineer of non-compliance with the contract plans and specifications.

- Perform miscellaneous related duties as requested by the Engineer.
- Be a liaison between County and contractor.
- Communicate issues with contractor.
- Coordinate required environmental assessments and permitting with contractor activities (e.g. burrowing owls, nesting birds, flood permits).
- Perform walk through of project with County and contractor for final billing.
- Communicate right-of-way boundaries with contractor.

Plan Adherence/Review

- Review drawings and data submitted by the construction contractor and suppliers for conformance with the intent of the specifications. Inform and obtain concurrence as needed from the Engineer and keep relative documentation for project records.
- Monitor compliance with and taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with approved Method of Handling Traffic (MHT).
- Initial, follow up, and final inspections of work in progress.
- Review geotechnical and material test results.
- Review final materials documentation with Boulder County.
- Ensure construction is completed per plans and specifications.
- Measure quantities as placed on the project per specifications.

**Exhibit A – Boulder County Construction Management Requirements
for External Construction Management**



PUBLIC WORKS - ENGINEERING

Construction Management Requirements for External Construction Management

Project Name: _____

BOCO Project No: _____

Consultant Project Manager: _____

Federal Project No. _____

BOCO Project Manager: _____

Contractor: _____

	TASK	COMMENT	APPROVED		
			Consultant	BOCO	Contractor
1.0 ADMINISTRATIVE					
1.1	Schedule and conduct Pre-Construction meeting with agenda and notes [Project Engineer, Construction, or Consultant]	Agenda and notes by:			
1.2	Set up weekly progress meeting	DAY: _____ TIME: _____			
1.3	Set up monthly pay estimate meeting	DAY: _____ TIME: _____			
1.4	Submit all methodology requirements prior to start of work				
1.5	File all APPROVED required submittals start of work/mobilization	Consultant to approve with concurrence from BOCO			
1.6	File all required Certificates of Compliance prior to start of work/mobilization				
1.7	Submit documentation requirements for all funding sources				

2.0 SUPERVISION OF CONSTRUCTION					
2.1	Set up testing schedule	As needed			

	TASK	COMMENT	APPROVED		
			Consultant	BOCO	Contractor
2.2	Obtain lab and technician(s) certification(s)	As needed			
2.3	Obtain and file Buy America certification(s) prior to any placement of those items on the project site.	Note to BOCO Project Manager: Check for most recent requirements prior to project advertisement			
2.4	Obtain and file scale Operator certification(s)	Greater than 2500 Tons or as requested			
2.5	Obtain and file scale certification(s)	Greater than 2500 Tons or as requested			
2.6	Maintain photo Documentation of Project	Must be provided in digital (e.g. jpeg) format (e.g. jpeg). File/Log shall contain picture number, time, date and location.			
2.7	Maintain legible Daily Diaries, Construction Documentation, Inspection Reports and any other pertinent forms.	All documentation must be available on-site and ready for review at any time			
2.8	Maintain and sign Daily Time Count	Contractor is required to sign the form and counts shall be recorded at the end of each week..			
2.9	Complete Pay Quantity Documentation (CDOT Form 266)	Forms will be reviewed bi-monthly for Pay Estimate quantification			
2.10	Obtain and file tickets for import materials	Acceptable format is an Xcel spreadsheet or 10 key tape. It must be checked and signed by two people, which includes the original creator of the file			
2.11	Create, maintain and file Contract Modification Orders use (CDOT Form 90)	Must be submitted to Boulder County for review and approval. Work cannot be completed prior to signed order.			
2.12	Maintain and file Traffic Control Inspections				
2.13	Attend Contractor's Progress and Safety Meetings				
2.14	Monitor Project Financial Status	May use CDOT Form 205 or as requested			
2.15	Prepare and Submit Monthly Progress Reports	Submit to Boulder County for Review			
2.16	Review and Approve Contractor's Monthly Pay Requests	Submit to Boulder County for review and processing			

	TASK	COMMENT	APPROVED		
			Consultant	BOCO	Contractor
2.17	Work with Boulder County to Resolve Contractor Claims and Disputes				
2.18	Communicate Public Concerns and Inquiries to Boulder County				

3.0 EROSION CONTROL					
3.1	Keep copy of State CDPS Permit on site and in file at all times				
3.2	Keep copy of County Stormwater Quality Permit on site and in file at all times				
3.3	Keep copy of 404 Permit on site and in file at all times				
3.4	Keep copy of De-Watering Permit on site and in file at all times				
3.5	Keep copy of an updated Erosion Control Documentation on site and in file at all times. Review updates as they occur.				

4.0 MATERIALS					
4.1	Perform Project Acceptance Samples and Testing				
4.2	Obtain and check Laboratory Verification Test Documentation as needed. All documentation must be on file.				
4.3	Review and Provide Approved Sources of Material	Submit to Boulder County for Review			
4.4	Review Mix Designs	To be submitted to Boulder County for Review			
4.5	Check Final Materials Documentation				

5.0 SAFETY					
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	TASK	COMMENT	APPROVED		
			Consultant	BOCO	Contractor
5.1	Check implementation of Contractor's Traffic Control Plan	Ongoing / On file			
5.2	Check that Compliance of Contractor's & Consultant's Safety Plans are being performed	Ongoing			
5.3	Check that the work zone is safe and secure	Ongoing			

6.0 FINALS					
6.1	Conduct Final Project Inspection	With Boulder County Staff			
6.2	Write Final Project Acceptance Letter	With Concurrence from Boulder County Staff			
6.3	Obtain Final As-Constructed Plans from Contractor or Consultant				
6.4	Conduct Final Review of Quantities, Plans and Pay Requests				
6.5	Check Final Material Documentation and Certifications				
6.6	Check Final Construction Management and Inspection Documentation	All Documents should be scanned PDF and placed on a USB Drive for submission to Boulder County			
6.7	Submit All Final Bound Documentation CM & I to Boulder County within 60 Days of Acceptance	Final billing will not be made to the Consultant until completed and submitted			

OVERALL APPROVAL

Consultant Representative: _____ Date: _____

Contractor Representative: _____ Date: _____

Boulder County Representative: _____ Date: _____

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

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	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.
	Submit three references for similar projects your company has completed within the last three years and contact information. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID 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?



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

EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- **Qualifications (50%)**
 - Project Team
 - Firm Capability
 - Relevant Project Experience

- **Project Approach and Understanding (35%)**
 - Project Control
 - Project Concept
 - Critical Issues

- **Hours Worked / Fee Proposal (15%)**

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Qualifications	4@50%
Project Approach and Understanding	4@35%
Hours Worked / Fee Proposal	4@15%
Total Possible	12



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

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.

BOULDER COUNTY SAMPLE CONTRACT

Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Public Works
Division/Program	
Mailing Address	PO Box 471, Boulder, CO 80306
Contract Contact – Name, email	Laura Konersman, lkonersman@bouldercounty.org
Invoice Contact – Name, email	pwinvoices@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- Name, title, email	
Contact 2- Name, title, email	
Contract Term	
Start Date	
Expiration Date	
Final End Date	
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	Choose an item.
Brief Description of Work	
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?	Yes or No
Bid Number	
Award Date	
If no Bid No., bid process used	Choose an item.
COVID-19	YES or NO
Project #	
Purchasing Notes <i>(optional)</i>	
Contract Notes	
<i>Additional information not included above</i>	

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

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: 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 (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay 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 does not entitle Contractor to additional compensation from County.
7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.
8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.
9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons

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

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

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

12. **Independent Contractor**: **Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.**

13. **Termination**

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

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

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

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

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

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other 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. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

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

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

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 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 ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

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

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

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

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

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste

prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

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

43. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. 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:

Commercial General Liability

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

Automobile Liability

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

Workers' Compensation and Employer's Liability

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

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.

[Signature Page to Follow]

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

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