

purchasing@bouldercounty.org

REQUEST FOR PROPOSAL COVER PAGE

Insurance and W-9 Requirements

Sustainability Questionnaire

Additional Information

Submittal Checklist Evaluation Criteria

Signature Page Sample Contract

RFP Number:	7440-23
RFP Title:	Subsurface Utility Engineering (SUE) Gunbarrel Green Drainage
RFP Questions Due:	March 7, 2023 – 2:00 p.m.
Submittal Due Date:	March 20, 2023 – 2:00 p.m.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Public Works requests proposals from utility engineering and coordination consulting firms (Consultant) for subsurface utility engineering (SUE) and land surveying services. Boulder County's Gunbarrel Green Drainage Project seeks to construct drainage improvements on public roads and a private golf course in a subdivision northeast of Boulder, CO. A project location map is provided in Appendix A.

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., March 7, 2023. A response from the county to all inquiries will be posted and sent via email no later than March 14, 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 <u>only</u>, listed below, for time and date recording on or before 2:00 p.m. Mountain Time on March 20, 2023. Vendors must answer whether lineitem pricing information submitted with a bid is confidential or closely held.

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

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 # 7440-23 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.

<u>Americans with Disabilities Act (ADA)</u>: 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.
- 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

PROJECT DESCRIPTION AND OVERVIEW

Boulder County Public Works requests proposals from utility engineering and coordination consulting firms (Consultant) for subsurface utility engineering (SUE) and land surveying services. Boulder County's Gunbarrel Green Drainage Project seeks to construct drainage improvements on public roads and a private golf course in a subdivision northeast of Boulder, CO. A project location map is provided in Appendix A.

Project Description

Boulder County is currently working in cooperation with the Boulder Country Club (BCC). The BCC owns and maintains the private golf course in the Gunbarrel Green Subdivision. This project will create an improved drainage outfall from Idylwild Trail into an existing private and local drainage system on golf course property. Construction may begin as early as summer 2023.

Project Overview

The Consultant shall perform Quality Level-B (QL-B) SUE services within the areas depicted on the exhibit provided in Appendix B. The county will identify potential conflicts and determine the number and locations of Quality Level-A (QL-A) test holes and the Consultant shall return to the project site to perform QL-A services. All work shall be performed in accordance with CI/ASCE 38-02, Colorado Revised Statutes 2018 Title 9, Article 1.5, and the Scope of Work below.

Subsurface Utility Engineering and Coordination

As part of the existing conditions mapping, the Consultant shall prepare a SUE report and plan, signed and stamped to meet the requirements of Senate Bill 18-167. ASCE Standard 38 Utility Location Quality Level for all utilities shall be noted on the SUE plans.

KNOWN UTILITIES

Agency Name	Contact	Position/Oversight	Phone
CenturyLink	Robert Davis	Field Engineer	(720) 854-4341
C-BT Water	Jeremy Worth	Distribution Systems	(970) 622-2338
		Manager	
Comcast	Kevin Young	Field Engineer	(720) 281-8666
Xcel Energy	Barbara Temple	Designer, Boulder	(303) 245-2226
		Engineering	
City of Boulder Public	Josh Meck	Utilities Maintenance	(303) 413-7439
Works-Utilities		Manager	
Boulder Country Club	Timothy Palko	Golf Course Grounds	(303) 530-4600
		Superintendent	

SCOPE OF WORK

The Consultant shall notify 811 of this SUE project and conduct a minimum of one field investigation to locate utilities in the project area to meet ASCE Standard 38 Utility Location as required by SB 18-167.

QL-B Mapping Scope of Work

- The limits of the QL-B investigations shall be as delineated in Appendix B.
- Collect utility records and identify utility owners along the proposed alignment.
- Employ surface geophysical equipment to map utilities within the project limits.
- Conduct an appropriate investigation of the site conditions.
- Identify and map the underground utilities located within the project limits.
- Gravity storm and sanitary systems shall be mapped to the first structure located outside the project limits, when possible.
- Conduct electronic sweeps within the project limits to identify utilities and other "unknown" linear conductors not represented in the information provided by utility owners.
- Mark utilities and "unknown" linear conductors using paint, flagging, staking, etc.
- Survey the horizontal position of marked utilities, "unknown" linear conductors, and related structures.
- Collect vertical data (rim and invert elevations) from structures associated with gravity storm and sanitary systems, when accessible.
- Analyze and correlate mapping and invert data to utility records and related information.
- Resolve any conflicts through supplemental field investigations and/or the depiction of facilities at their record locations, when possible.

QL-B Mapping Deliverables

- Provide a digital AutoCAD Civil 3D file depicting the horizontal positions of underground utilities and appurtenances within the project limits. See Appendix F for CAD Requirements.
- Utilities mapped shall be clearly differentiated by line style and/or text labels from those depicted according to their record locations.
- The sizes and type of mapped utilities shall be clearly indicated by line style and/or text labels, when known.
- Utility lines and appurtenances shall be color coded according to the Utility
 Notification Center of Colorado/American Public Works Association standards.
- Rim and invert elevations for all accessible gravity storm and sanitary structures and associated piping shall be provided in the form of textlabels.
- The Consultant shall provide a utility owner contact list including company or agency names, addresses, phone numbers and e-mail addresses for individual contacts.
- The Consultant shall provide signed and sealed (by a Colorado registered professional engineer) drawings in PDF format. These drawings shall include the utility information delivered in the CAD file, depicted on an aerial map/background.

QL-A Scope of Work

- Collect QL-A data at up to ten (10) locations, as recommended by the Consultant and/or confirmed by the county.
- Obtain necessary permits from city, county, or other municipal jurisdictions to allow the Consultant to work in existing rights-of-way, easements, etc.
- Conduct an appropriate investigation of the site conditions.
- Sweep proposed conflicts with appropriate surface geophysical equipment and perform surveying procedures as necessary to identify test hole locations in the field.
- Revise test hole locations as may be necessary to expose the target utilities.
- Excavate test holes to expose target utilities in such a manner as to maintain the safety of the excavations and the integrity of the target utilities. Hydrovac excavation equipment is employed as the preferred and primary method of excavation. However, hand digging and other methods may be employed as necessary to supplement vacuum excavation.
- In paved areas, neatly cut and remove existing pavement. Paving cuts shouldn't exceed 144 square inches (e.g., 12"x12").
- Expose target utilities to the extent required for QL-A data collection purposes.
 Notify the county whenever existing conditions limit or prevent full exposure and/or complete data collection.
- Measure, evaluate and record as existing conditions allow a) the material type or composition of exposed utilities, b) the elevation of the top of piped utilities, conduits, casings, etc., c) the outside diameter of piped utilities, conduits, casings, etc., that are under 18" inner diameter (I.D.) d) the elevation of the top and bottom of encasements, ducts and non-encased, multi-conduit configurations, e) the width of encasements, ducts and non-encased, multi-conduit configurations and f) the

- elevation of a recoverable mark or marker, set/installed at existing grade over the primary target utility.
- The sizes of all storm drain piping shall be reported as an I.D. measurement.
- Elevations reported by the Consultant shall maintain vertical tolerances of +/- 0.1'
 based upon the values for the vertical control as provided by the county.
- Survey the horizontal position of the recoverable mark or marker, set/installed at existing grade over the primary target utility at each test hole.
- Obtain "down hole" images of exposed utilities and "perspective" images or the test hole locations.
- Unless requirements by the utility owner, permits, etc. differ, test holes shall be backfilled with the spoils removed from the excavations and compacted in lifts.
 Compaction shall be achieved as nearly as possible to pre-existing conditions or as required bypermit.
- Provide restoration of pavement within the limits of the original paving cut. Where test holes have been excavated in areas other than pavement, the disturbed areas shall be restored as nearly as reasonably possible to the pre-existing conditions.
- Analyze and correlate QL-A data to the results of previous QL-B investigations, utility records, etc. Resolve any resulting conflicts through supplemental field investigations and/or revisions of QL-B deliverables, as necessary.

QL-A Deliverables

- The Consultant shall provide a digital AutoCAD Civil 3D file depicting the horizontal positions of the recoverable marks or markers set/installed over the primary target utility at each test hole location.
- Where applicable, the Consultant shall provide a revised QL-B deliverable depicting updated horizontal positions of target utilities.
- The Consultant shall provide a QL-A data summary table. This table shall include a) the material type or composition of exposed utilities, b) the elevation of the top of piped utilities, conduits, casings, etc., c) the outside diameter of piped utilities, conduits, casings, etc., under 18" I.D. d) the elevation of the top and bottom of encasements, ducts and non-encased, multi-conduit configurations, e) the width of encasements, ducts and non-encased, multi-conduit configurations and f) the elevation and coordinates of the recoverable mark or marker, set/installed at existing grade over the primary target utility.
- The Consultant shall provide signed and sealed drawings (by a Colorado registered professional engineer) in PDF format. These drawings shall include the individual test hole locations, the data summary table and any other utility information delivered in the CAD file, depicted on an aerial map/background.
- The Consultant shall provide "down hole" images of utilities exposed in each test hole and "perspective" images of the test hole locations.

Project Coordination and Meetings

The Consultant shall meet with the project team from Boulder County Public Works at the project site to review the vicinity map and project boundary limits.

The Consultant should expect to attend one (1) project kick-off meeting. This meeting may take place on the day of the field work.

Approximate Project Schedule

Description	Date	
RFP Issued by Boulder County	2/28/23	
Questions Due from Consultants	3/7/23	
Answers Due from County	3/14/23	
Proposals due to Boulder County	3/20/23	
Notice to Proceed to Selected Firm	3/27/ 23 Subject to Change	
SUE Report and CAD submittal to County	5/5/23 Subject to Change	

(Any alterations to timeline should be noted in proposal submittal)



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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.

Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are

\$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

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

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

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

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

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

W-9 REQUIREMENT

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



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SUBMITTAL SECTION

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



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EVALUATION CRITERIA

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

- Qualifications (30%)
 - Project Team
 - Firm Capability
 - Relevant Project Experience
- Project Approach and Understanding (50%)
 - Project Control
 - Project Concept
 - Critical Issues
- Hours Worked / Fee Proposal (20%)

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 @ 30%
Project Approach and Understanding	4 @ 50%
Hours Worked / Fee Proposal	4 @ 20%
Total Possible Points	4



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SUSTAINABILITY QUESTIONNAIRE

Со	mpany Nan	ne:			
Da	Date:				
	•	naire is applicable to firms that provide services as well as those that provide answer the questions to the best of your ability.			
1.	What sust apply:	ainability certifications does your business have? Please check the items that			
		B-Corp Green Business Bureau Fair Trade USA Green C Certification None Other - describe any other certifications your company has related to sustainability.			
2.	•	company have a sustainability vision/commitment/values statement or policy? eck 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.	· ·	cies are in place to monitor and manage your supply chain regarding sustainability ease 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 that apply	company promote sustainable transportation in its operations? Please select all :
		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 (must describe below). We are developing a Green Transportation Plan (must describe below). We offer flexible hours, telecommuting, or a compressed work week. We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).

		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.		s your company do to minimize the environmental impacts associated with Please check the items that apply:
		We have established company policies and procedures that minimize the need for shipping in the first place (must describe below). 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.	code, rule	ompany ever been cited for non-compliance of any law, regulation, ordinance, , standard, or policy regarding an environmental or safety issue? Please tem 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.		rams do you have, either in place or currently being planned, to promote fficiency? Examples include energy or waste audit programs. Please check the 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.	product, w	iness's proposal involves the provision of a product, does the manufacturer of the whether your business or an outside entity, have a sustainability policy statement? teck 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:
life-cycle	ousiness's bid/proposal involves the provision of a product, has an environmental analysis of the product that you are proposing been conducted by a certified rganization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the 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:



Contact Information

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		
y signing below, I certify that: am authorized to bid on my company's behalf. am not currently an employee of Boulder County. Ione of my employees or agents is currently an employee of Boulder County. am not related to any Boulder County employee or Elected Official. Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.		
ignature 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

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. <u>Incorporation into Contract</u>: 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. <u>Work to be Performed</u>: 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. <u>Term of Contract</u>: 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. <u>Payment for Work Performed:</u> 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. <u>Invoicing</u>: 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. <u>Extra Time to Complete the Work (Additional Time only)</u>: 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. <u>Schedule of Work:</u> 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. <u>Indemnity:</u> 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. <u>Nondiscrimination</u>: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, <u>et seq.</u>, 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. <u>Information and Reports</u>: 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. <u>Independent Contractor</u>: 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. <u>Termination</u>

a. <u>Breach</u>: 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. <u>Non-Appropriation</u>: 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. <u>Convenience</u>: 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. <u>Contractor Obligations upon Termination or Expiration</u>: 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. <u>Remedies for Non-Performance</u>: 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. <u>Suspend Performance</u>: 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. <u>Withhold Payment Pending Corrections</u>: 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. <u>Deny Payment</u>: 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. <u>Removal</u>: 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. <u>Binding Arbitration Prohibited</u>: County does not agree to binding arbitration by any extra-judicial body or person.

- 18. <u>Conflicts of Interest</u>: 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. <u>Notices</u>: 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. <u>Statutory Requirements</u>: 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. <u>No Suspension or Debarment</u>: 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. <u>Entire Agreement/Binding Effect/Amendments</u>: 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. <u>Assignment/Subcontractors</u>: 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. <u>Governing Law/Venue</u>: 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. <u>Breach</u>: 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. <u>Severability</u>: 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. <u>Third-Party Beneficiary</u>: 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. <u>Colorado Open Records Act</u>: 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. <u>Conflict of Provisions</u>: 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. <u>Governmental Immunity</u>: 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, <u>et seq.</u>, as amended.
- 31. <u>Representations and Warranties:</u> 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. <u>Legal Compliance</u>: 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 Contractordrafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
- 33. <u>Litigation Reporting</u>: 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. <u>Tax Exemption</u>: 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. <u>Delegation of Authority</u>: 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. <u>Ownership of Work Product</u>: 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. <u>Publicity Releases</u>: 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. <u>Execution by Counterparts; Electronic Signatures</u>: 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. <u>Limitation on Public Statements and Lobbying Activity</u>. 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. <u>Sustainability</u>: 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 inperson meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.
- 41. <u>Limitation of Liability</u>: 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. <u>Legal Interpretation</u>. 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. <u>Insurance:</u> 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. <u>Boulder County as Additional Insured</u>: 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.

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

- b. <u>Notice of Cancellation</u>: 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. <u>Insurance Obligations of County</u>: 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. <u>Deductible</u>: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.
- e. <u>Primacy of Coverage</u>: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.
- f. <u>Subrogation Waiver</u>: 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. <u>Requirements</u>: 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.

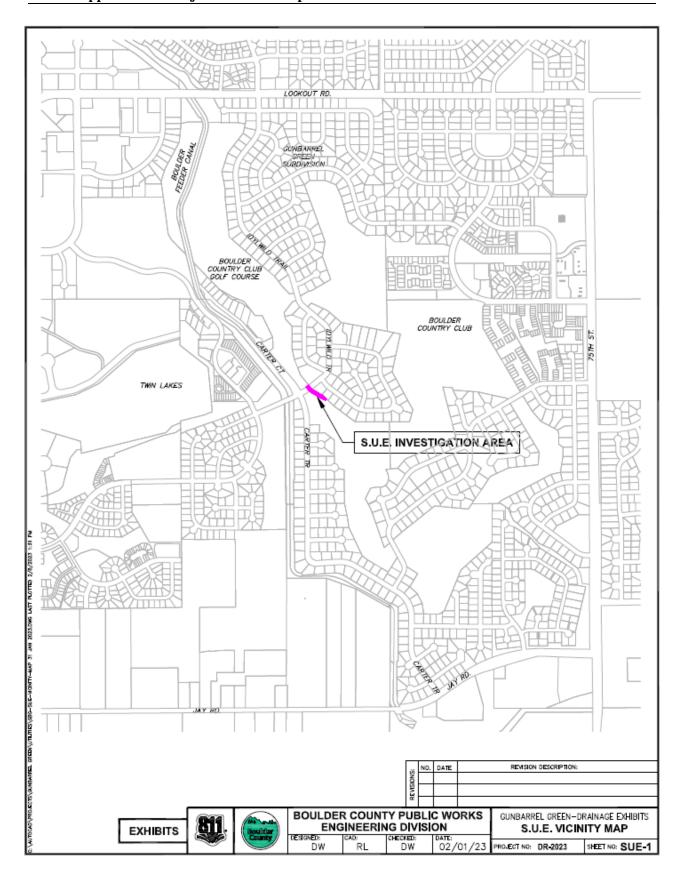
Pollution Liability

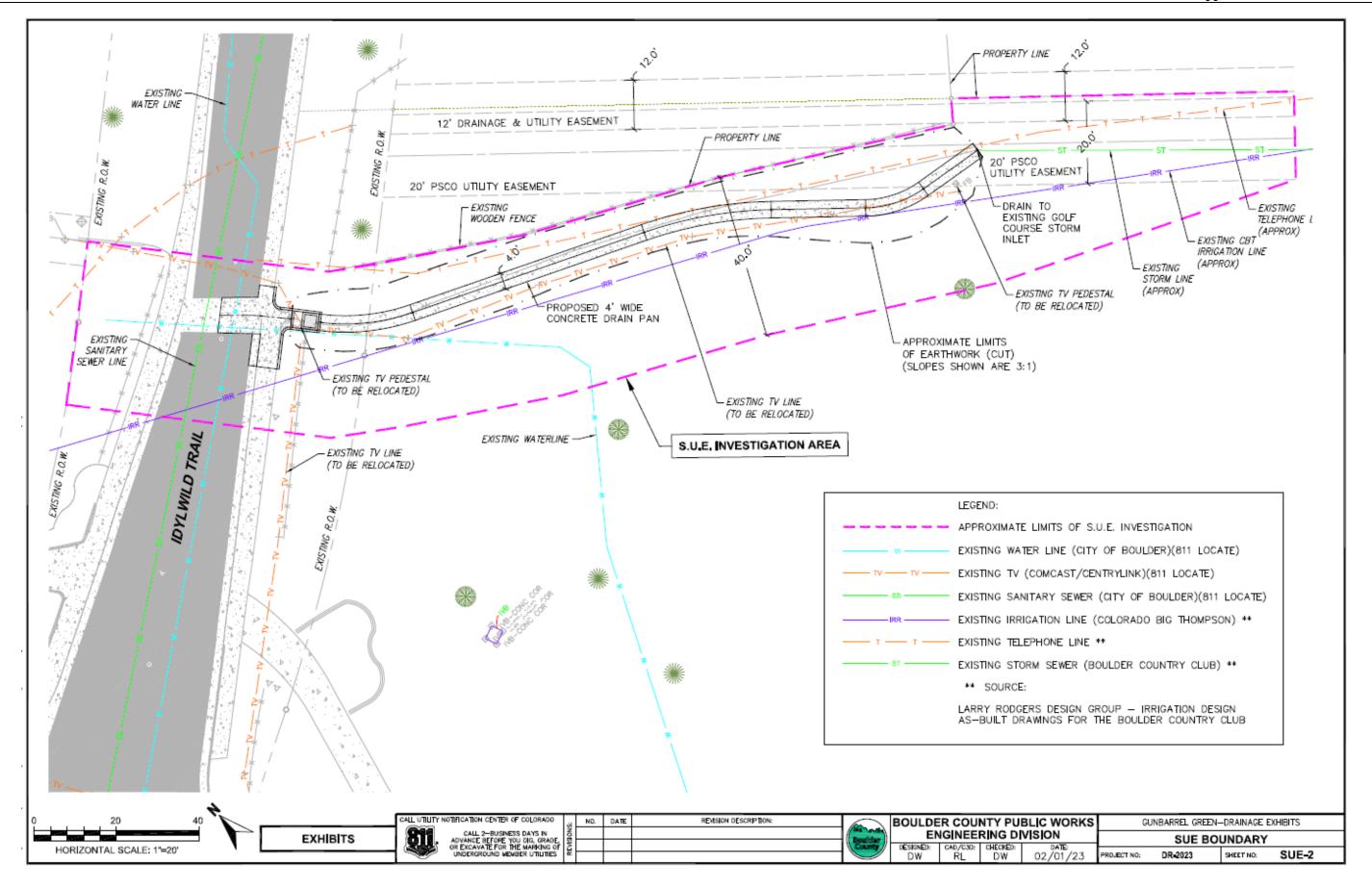
Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, 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.

[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.

CICNED for and an habelf of Poulder County		CICNED for and an habelf of Contractor
SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor
Signature:		Signature:
Name:		Name:
Title:		Title:
Title		Title:
Date:		Date:
Dutc.		Dute.
\downarrow \downarrow For Board-signed documents only \downarrow \downarrow		
\$\psi \text{Of Bourd-signed documents only}\$\psi\$	1	
Attest:	Initials	
Attestor Name:		
Attestor Title:		
Accesso. Title.		





NOTES

- BEARINGS SHOWN ON THIS MAP ARE BASED ON THE EASTERLY LINE OF LOT BLOCK 22, GUN BARREL GREEN, WHICH BEARS NOO'09'37"E AS MONUMENTED AND SHOWN HEREON.
- THE BASIS OF COORDINATES SHOWN ON THIS MAP IS UTM ZONE 13-N, IN U.S. SURVEY FEET, MODIFIED TO GROUND LEVEL USING COMBINED FACTOR 1.000650402 AND TRUNCATING THE RESULTING COORDINATES BY 14,000,000 IN THE NORTHINGS AND 1.000.000 IN THE EASTINGS.
- 3. ELEVATIONS SHOWN ON THIS MAP ARE BASED ON NGS BENCH MARK C 119 MP49.50, A 3-1/4" ALUMINUM CAP MARKED "119 49.50" LOCATED 8 MI SOUTHWEST OF LONGMONT AND ACROSS THE ROAD FROM THE ENTRANCE TO THE IBM PLANT, IN THE SOUTHEAST 1/4 OF SECTION 35, T2N, R70W, OF THE 6TH P.M. AT STATE HIGHWAY 119 MILEPOST 49.50. NAVD 1988 ELEVATION = 5154.19 FFFT.
- 4. SET 18" LONG #5 REBAR, WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "SET". FOUND #5 REBAR WITH 2 INCH ALUMINUM CAP MARKED "CIVILARTS PLS 24305" FLUSH W/ GROUND LEVEL WHERE NOTED "FND". DID NOT FIND OR SET A MONUMENT WHERE NOTED "NFS".
- RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THIS MAP AS SHOWN ON THE RECORDED PLATS OF GUN BARREL GREEN, GUN BARREL GREEN REPLAT C, GUN BARREL GREEN REPLAT D, LOTS 4 AND 5, BLOCK 17 OF GUN BARREL GREEN, AND RESUBDIVISION OF BLOCKS 20 AND 21 GUN BARREL GREEN. NO ADDITIONAL RESEARCH WAS COMPLETED.
- APPARENT EASEMENTS AND RIGHTS—OF—WAY SUCH AS DITCHES AND VISIBLE SURFACE FEATURES AND EVIDENCE OF UTILITY
 LINES AND FACILITIES AS MAY BE INDICATED ON THIS MAP, ARE SHOWN FROM FIELD LOCATION AND MAY INDICATE A REAL
 PROPERTY RIGHT. NO ADDITIONAL RESEARCH WAS COMPLETED.
- 7. THE POSITIONS OF UNDERGROUND UTILITY LINES SHOWN ON THIS MAP WERE DETERMINED FROM FIELD LOCATION OF SURFACE FEATURES, LINES AS MARKED ON THE GROUND BY THE GOVERNING AGENCIES, AND BEST AVAILABLE INFORMATION AND MAY NOT BE COMPLETE OR ACCURATE. CONNECTIONS BETWEEN LOCATED MARKS REPRESENT OUR BEST GUESS AND MAY NOT BE COMPLETE OR ACCURATE. ACCORDING TO COLORADO LAW, THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) MUST BE NOTIFIED TO MARK ALL UNDERGROUND LINES AT LEAST THREE DAYS PRIOR ANY EXCAVATION OR CONSTRUCTION.
- 8. THE SUBJECT PARCEL WAS COVERED WITH SUBSTANTIAL AMOUNTS OF SNOW DURING THE SURVEY. THE SITE WAS PARTIALLY COVERED WITH MODERATE DEPTHS OF SNOW. THIS SNOW COVER MAY HAVE OBSCURED AND PREVENTED LOCATION OF VARIOUS IMPROVEMENTS, UTILITY FEATURES, OR OTHER MATTERS THAT WOULD NORMALLY HAVE BEEN VISIBLE WITHOUT THE SNOW COVER.
- 9. FIELD WORK WAS COMPLETED ON FEBRUARY 24, 2022.
- 10. LINEAR DIMENSIONS SHOWN ON THIS MAP ARE U.S. SURVEY FEET.
- 11. CONTOUR INTERVAL = 1 FOOT.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP REFLECTS THE RESULTS OF A SURVEY MADE UNDER MY RESPONSIBLE CHARGE, IS BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

FRANK N. BREXEL COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 24305

MARCH 3, 2022

AL LAND

BXE

DATE:

SHEET 1 OF 16

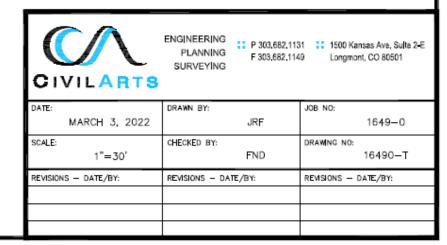
LEGAL DESCRIPTION

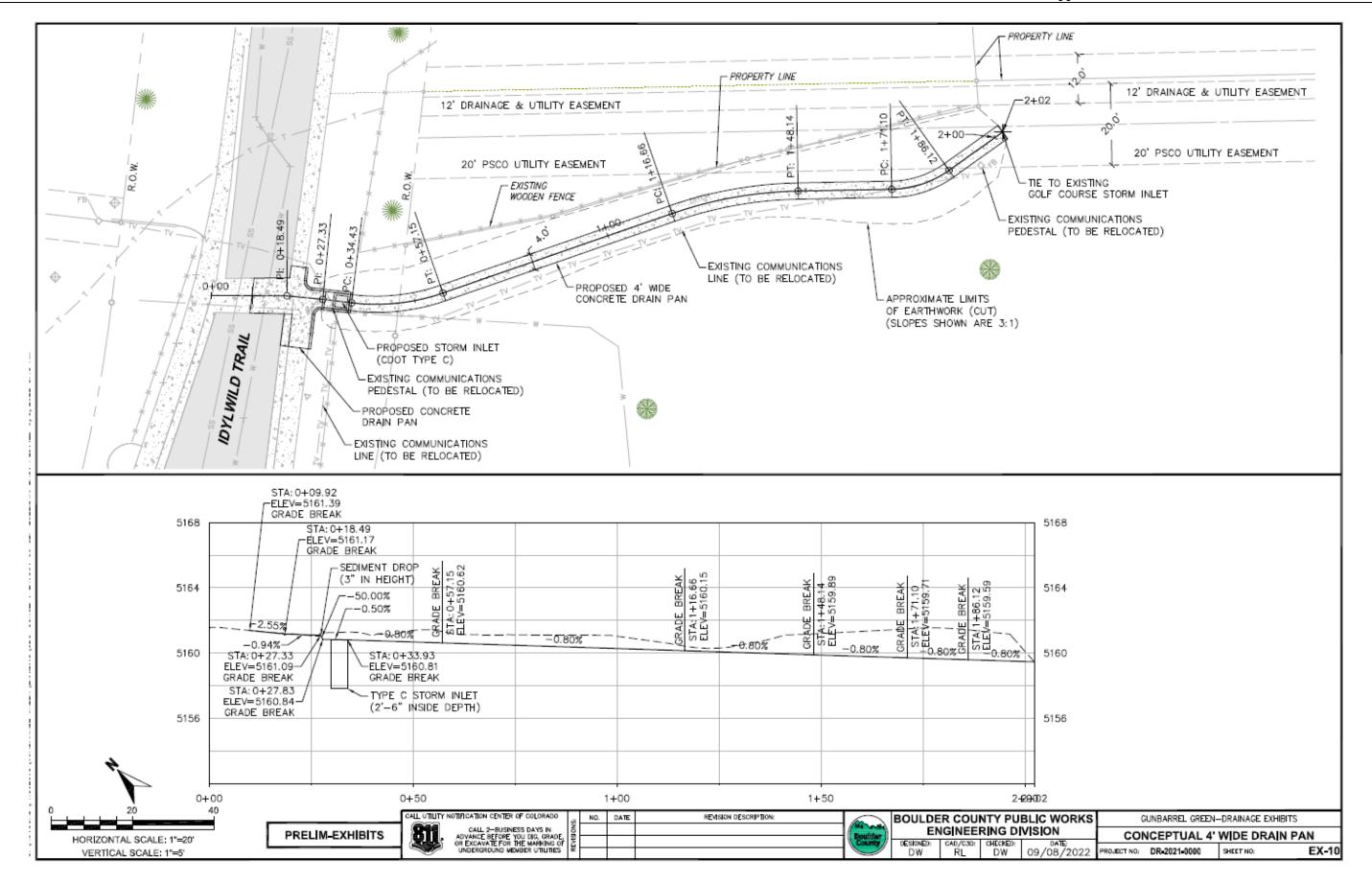
PART OF THE RIGHTS-OF-WAY FOR IDYLWILD TRAIL AND WILLIAMS FORK TRAIL AND PART OF PARCEL F, GUN BARRELL GREEN LOCATED IN SE1/4 OF SECTION 11 AND THE NE1/4 OF SECTION 14, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

GUNBARREL GREEN DRAINAGE

DESIGN MAPPING AND BOUNDARY
SURVEY OF STREET
RIGHTS-OF-WAY AND PART OF THE
GOLF COURSE AT BOULDER
COUNTRY CLUB IN THE SE1/4 OF
SECTION 11 AND THE NE1/4 OF
SECTION 14, T1N, R70W OF THE 6TH
P.M., COUNTY OF BOULDER, STATE
OF COLORADO.

FOR: BOULDER COUNTY PUBLIC WORKS





\\West_cad\Cad Data (D)\Projects\Boulder CC\april_09_As-Built_sheets.dwg, 6/10/2009 1:52:58 PM, Adobe PDF Converter

Appendix F – CAD Requirements

CAD Requirements:

- a. The electronic drawing file must be AutoCAD/Civil 3D release 2018-2020 compatible. Electronic files of the topographical features need to be submitted to the County's Project Engineer.
- b. Boulder County prefers to have the final CAD format to be in AutoCAD Civil 3D. If the files can only be delivered in basic AutoCAD or MicroStation format, the Consultant will need to provide LandXML files of all proposed and existing surfaces, alignments, and profiles.
- c. 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.
- d. The project base files shall be in model space (not paper space) with 1 foot interval minor contours and 5-foot major contour intervals.
- e. Use fonts that easily translate to AutoCAD Civil 3D format.
- f. CAD layer names should be easily understood. A detailed list of standard CAD layers should also be included with the final CAD submittal.
- g. Text heights should be 0.08 in paper space.
- h. Plans should be submitted in 11" x 17" format.
- i. Final plans should be submitted to Boulder County in both CAD (dwg) and PDF format.