



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## SOLICITATION OF QUALIFICATIONS

### COVER PAGE

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SOQ Number: **7458-23**

SOQ Title: **Traffic Construction (Guardrail, Striping or Signing)  
for Boulder County Public Works Department –  
Engineering Division**

SOQ Release Date: April 14, 2023

SOQ Questions Due: April 26, 2023 – 2:00 p.m.

Submittal Due Date: May 5, 2023 – 2:00 p.m.

Email Address: [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

Documents included in this package:

Cover Page.....	1
Proposal Instructions.....	2
Terms and Conditions .....	4
Scope of Work .....	6
Specifications.....	8
Insurance and W-9 Requirements.....	38
Evaluation Criteria .....	40
Submittal Instructions .....	41
Submittal Checklist.....	42
Solicitation Cover Page Form .....	43
A1. Company Name and Address .....	43
A2. Discipline Questionnaire .....	43
A3. References.....	44
A4. SAM.gov Unique Entity ID Registration.....	44
A5. Compliance with Sample Contract Terms and Conditions.....	45
A6. Signature Page.....	46
A7. Addendum Acknowledgement(s).....	47
Boulder County Sample Contract.....	48
FEMA Addendum .....	57
How to Register a New Entity in SAM.Gov.....	69



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## PROPOSAL INSTRUCTIONS

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### 1. Purpose/Background

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

Awarded vendors will be expected to enter a continuing services contract with the county with the option to renew for four more one-year terms. No work is guaranteed by an award of a contract. Work anticipated includes the following disciplines: guardrail, striping and signing services. These services could be requested in the event of an emergency or disaster.

Specifications and a sample contract are attached.

### 2. Written Inquiries

All inquiries regarding this Solicitation of Qualifications (SOQs) will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **April 26, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **May 1, 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 May 5, 2023**.

**Please note that email responses to this solicitation are limited to a maximum of 50MB capacity. The 50MB capacity includes the size of the email and its attachments combined.**

**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](mailto:purchasing@bouldercounty.org); identified as **SOQ # 7458-23** in the subject line.

All SOQs 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 SOQ 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.

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



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## **TERMS AND CONDITIONS**

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



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## **SCOPE OF WORK**

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The Boulder County Public Works Department - Engineering Division is seeking qualifications from qualified vendors or contractors for the disciplines listed below. One or more companies will be selected for each discipline. The work anticipated is not limited to what is listed within these specifications. These services could be requested in the event of an emergency or disaster. Therefore, specifications and a sample contract with a FEMA specific addendum are attached.

The County is not requesting a DBE component with this request.

All work shall be done in accordance with the most recent Colorado Department of Transportation Standards, Boulder County Multimodal Transportation Standards, Manual on Uniform Traffic Control Devices (MUTCD), Colorado S-Standards, or other standards as required. The project special provisions outlined in the Specifications section of this Solicitation of Qualifications may also apply. Additional specifications may be included on a project-by-project or grouped project basis.

Projects will vary in scope and size and will be related to Boulder County Public Works transportation projects including roadways, bridges, drainage, and sidewalks.

### **Guardrail Services**

- ❖ Work consists of the construction of new guardrail or removal of old or damaged guardrail or its components. Construction of various types of guardrail shall include the assembly and erection of all component parts and materials.
- ❖ Guardrail shall be powder coated brown or galvanized steel
- ❖ Items include, but are not limited to:
  - Removal of Guardrail
  - Removal of Temporary Concrete Barrier
  - Removal of End Anchorage
  - Reset End Anchorage
  - Guardrail Type 3 (6-3 Post Spacing)
  - Guardrail Type 3 (6-3 Post Spacing) (Powder Coated)
  - End Anchorage Type 3D
  - Transition Type 3G
  - Transition Type 3H
  - Transition Type 3J
  - End Anchorage Type 3K
  - End Anchorage (Nonflared)
  - End Anchorage (Flared)

### **Striping Services**

- ❖ Work consists of furnishing and applying pavement marking and furnishing, installing, and removing temporary pavement marking.
- ❖ Items include, but are not limited to:
  - Removals
  - Pavement Marking Paint (High Build) (also known as Latex)
  - Modified Epoxy Pavement Marking
  - Raised Pavement Marker (Temporary) (also known as tabbing)
  - Preformed Thermoplastic Pavement Markings (Word/Symbol)
  - Preformed Thermoplastic Pavement Markings (Xwalk-Stop Line)

### **Signing Services**

- ❖ Work consists of furnishing and installing signs, steel signposts, base and any other appurtenances required for sign placement in addition to removal of signs.
- ❖ Items include, but are not limited to:
  - Removal of Ground Sign
  - Reset Ground Sign
  - Delineator (Flexible)
  - Delineator (Drivable)
  - Sign Panel (Class I)
  - Steel Signpost 2x2 Inch Tubing
  - Steel Signpost 2.5x2.5 Inch Tubing



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## **SPECIFICATIONS**

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The latest version of the Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction*, controls construction of all Boulder County Projects. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

The following project special provisions may apply. Additional specifications may be included on a project-by-project or grouped project basis.

<b>Project Special</b>	<b>Page</b>
Revision of Section 101 Definitions, Terms and Notes .....	9
Revision of Section 104 Maintaining Traffic.....	26
Revision of Section 107 Legal Relations and Responsibility To The Public.....	27
Revision of Section 107 Fire Protection Plan .....	28
Revision of Section 202 Removal of Pavement Marking .....	32
Revision of Sections 627 and 713 Glass Beads for Pavement Marking .....	33
Revision of Section 627 Pavement Marking .....	34
Revision of Section 630 Mobile Pavement Marking Zone (With Attenuator) .....	36



**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Section 101** of the Standard Specifications is hereby replaced as follows:

Titles used in the most recent version of the Colorado Department of Transportation Standard Specifications of Road and Bridge Construction having a masculine gender, such as “workmen” and the pronouns “he” or “his”, are for the sake of brevity and are intended to refer to persons of either gender. The titles or headings of the sections and subsections are intended for convenience of reference and shall not have any bearing on their interpretation.

When the Contract indicates that work is to be “accepted, acceptable, subject to approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, deemed insufficient, subject to interpretation, interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood that these expressions are followed by the words “By the Engineer,” or “To the Engineer.”

When the Contract indicates that something “shall” be done, the action is required and is not discretionary.

Wherever the following abbreviations or terms are used in these specifications, plans, or other contract documents, the intent and meaning shall be interpreted as follows:

**101.01 Abbreviations.**

<b>AAN</b>	American Association of Nurserymen
<b>AAR</b>	Association of American Railroads
<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>ACI</b>	American Concrete Institute
<b>AGC</b>	Associated General Contractors of America
<b>AI</b>	Asphalt Institute AIA American Institute of Architects
<b>AISC</b>	American Institute of Steel Construction
<b>AISI</b>	American Iron and Steel Institute
<b>AITC</b>	American Institute of Timber Construction
<b>ANSI</b>	American National Standards Institute, Inc.
<b>ARTBA</b>	American Road and Transportation Builders Association
<b>ASA</b>	American Society of Agronomy
<b>ASCE</b>	American Society of Civil Engineers
<b>ASLA</b>	American Society of Landscape Architects
<b>ASME</b>	American Society of Mechanical Engineers
<b>ASTM</b>	American Society for Testing and Materials
<b>ATSSA</b>	American Traffic Safety Services Association
<b>AWG</b>	American Wire Gauge
<b>AWPA</b>	American Wood Protection Association
<b>AWS</b>	American Welding Society

<b>AWWA</b>	American Water Works Association
<b>BLM</b>	Bureau of Land Management
<b>CCA</b>	Colorado Contractors Association
<b>CDOT</b>	Colorado Department of Transportation
<b>CDPHE</b>	Colorado Department of Public Health and Environment
<b>CFR</b>	Code of Federal Regulations
<b>CP</b>	Colorado Procedure
<b>CP-L</b>	Colorado Procedure – Laboratory
<b>CRS</b>	Colorado Revised Statutes, 1973, as amended 101.02 101-2
<b>CRSI</b>	Concrete Reinforcing Steel Institute
<b>DBE</b>	Disadvantaged Business Enterprise
<b>EIA</b>	Electronic Industries Association
<b>EPA</b>	Environmental Protection Agency
<b>EEO</b>	Equal Employment Opportunity
<b>FHWA</b>	Federal Highway Administration
<b>FSS</b>	Federal Specifications and Standards
<b>IEEE</b>	Institute of Electrical and Electronics Engineers
<b>IES</b>	Illuminating Engineering Society
<b>IMSA</b>	International Municipal Signal Association
<b>IPCEA</b>	Insulated Power Cable Engineers Association
<b>ISEA</b>	International Safety Equipment Association
<b>ITE</b>	Institute of Transportation Engineers
<b>MASH</b>	Manual for Assessing Safety Hardware
<b>MIL</b>	Military Specifications
<b>MS4</b>	Municipal Separate Storm Sewer System
<b>MUTCD</b>	Manual on Uniform Traffic Control Devices
<b>NCHRP</b>	National Cooperative Highway Research Program
<b>NEC</b>	National Electrical Code
<b>NEMA</b>	National Electrical Manufacturers’ Association
<b>NIST</b>	National Institute of Standards and Technology
<b>NSF</b>	National Sanitation Foundation
<b>NSPS</b>	National Society of Professional Land Surveyors
<b>NTPEP</b>	National Transportation Product Evaluation Program
<b>OSHA</b>	Occupational Health and Safety Administration
<b>PCI</b>	Prestressed Concrete Institute
<b>RCSC</b>	Research Council of Structural Connections
<b>ROW</b>	Right of Way
<b>SWMP</b>	Stormwater Management Plan
<b>SAE</b>	Society of Automotive Engineers
<b>TMECC</b>	Test Method for the Examination of Composting and Compost
<b>USDA, NRCS</b>	US Dept of Agriculture, Natural Resources Conservation Service
<b>UL</b>	Underwriters Laboratories, Inc.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**101.02 Definitions, alphabetically.**

**Advertisement.** A public announcement, inviting proposals for work to be performed or materials to be furnished.

**Affected Area.** As related to mined land reclamation, the total disturbed surface of a pit or quarry such as sand, gravel, topsoil, or borrow, that is being mined or will be mined. The area includes, but is not limited to, the excavation area, plant, and stockpile areas, parking and storage areas, and the haul roads.

**Award** The acceptance by the Department of a proposal.

**Basis of Payment.** The terms under which “work” is paid, as a designated “Pay Item” per the quantity measured and the “Pay Unit.”

**Bidder.** An individual, firm, corporation, or other legal entity submitting a proposal for the advertised work. A contractor intending to contract with the Department for performance of prescribed work.

**Bridge.** A structure, including supports, erected over a depression or an obstruction, such as water, highway, or railroad, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.

- *Length.* The length of a bridge structure is the over-all length measured along the line of survey stationing back-to-back of backwalls of abutments, if present, otherwise, end-to-end of the bridge floor, but in no case less than the total clear opening of the structure.
- *Roadway Width.* The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or in the case of multiple height of curbs, between the bottoms of the lower risers.

**Calendar Day.** Each and every day shown on the calendar, beginning and ending at midnight. When day is used, it shall mean calendar day unless otherwise defined.

**CDOT Project Engineer.** The Chief Engineer’s duly authorized representative who may be a CDOT employee, assigned by the Resident Engineer, who is the Chief Engineer’s duly authorized representative. The CDOT Project Engineer is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract.

**CDOT Resident Engineer.** The Resident Engineer is directly responsible for the overall administration of assigned construction projects. Unless the CDOT Project Engineer is a Professional Engineer, the Resident Engineer is CDOT’s full time engineer in responsible charge of the project. The Resident Engineer will delegate authority to Project Engineers consistent with their experience and abilities. Only a CDOT Resident Engineer can approve and sign vouchers for interim and final Contractor pay estimates. Only a CDOT Resident Engineer can authorize and sign changes to the Contract if the Project Engineer is a Consultant Employee.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Certificate of Compliance.** A certification, including a signature by a person having legal authority to act for the manufacturer, stating that the product or assembly to be incorporated into the project was fabricated per and meets the applicable specifications.

**Certified Invoice.** Any invoice or billing endorsed by the Contractor, certifying that material, specialty work, subcontract work, rental, lease, and services were acquired for the project and that the invoiced or billed amount represents the actual costs.

**Certified Test Report.** A test report from the manufacturer or an independent testing laboratory, including a signature by a person having legal authority to act for the manufacturer or the independent testing laboratory stating that the test results show that the product or assembly to be incorporated into the project has been sampled and tested and the samples have passed all specified tests.

**Conformity.** Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, conformity means compliance with such working tolerances.

**Construction Drawings.** A complete set of plans, reviewed shop drawings, working drawings, and other submittals always kept available on the project site by the Contractor.

**Construction Requirements.** Specifications covering performance of work required for proper completion and acceptance.

**Consultant Project Engineer.** The consultant employee under the responsible charge of the consultant's Professional Engineer who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project. The Consultant Project Engineer's duties are delegated by Boulder County per the scope of work in the consultant's contract with Boulder County. The Consultant Project Engineer is not authorized to solely sign or approve Contract Modification Orders.

**Contract.** The written agreement between the State of Colorado through the Department of Transportation and the Contractor, setting forth the obligations of the parties for the performance of the work and the basis of payment.

The Contract includes the invitation for bids, proposal, contract bonds, standard specifications, supplemental specifications, special provisions, general and detailed plans, Notice to Proceed, Contract Modification Orders, and authorized extensions of time, all of which constitute one instrument.

**Contract Item (Pay Item).** A specifically described unit of work for which a price is provided in the Contract.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Contract Modification Order.** A written order issued to the Contractor by the Department covering contingencies, extra work, increases or decreases in contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Contract Modification Order is the only method authorized for changing the Contract. Contract Modification Orders must be approved as established in subsection 105.14.

**Contract Payment Bond.** The security executed by the Contractor and Surety or Sureties and furnished to the Department to guarantee payment of all legal debts of the Contractor pertaining to the Construction of the project.

**Contract Performance Bond.** The security executed by the Contractor and Surety or Sureties and furnished to the Department to guarantee completion of the work per the Contract.

**Contract Time.** The number of workdays or calendar days allowed for completion of the Contract, including authorized time extensions. Where a calendar date of completion is specified, the Contract shall be completed on or before that date.

**Contractor.** The individual, firm, prefabricator, or corporation contracting with the State of Colorado through the Department of Transportation for performance of prescribed work.

**Contractor's Engineer.** A professional engineer registered in the State of Colorado who is an employee of either the Contractor, a consulting engineer under contract to the Contractor, or a manufacturer or supplier of materials supplied to the project.

**Control Measures for Stormwater Pollution Prevention.** Control measures prevent or reduce the pollutants in stormwater discharges from the construction site.

**County.** The county where the work is to be done.

**Culvert.** Any structure not classified as a bridge that provides an opening under the roadway.

**Day.** See "calendar day" and "working day".

**Department.** Boulder County, Colorado. When applicable, it may also mean State Department of Transportation, a department within the executive branch of the State of Colorado.

**Department's Field Materials Manual.** The State of Department of Transportation's manual that provides an official guide for the sampling and testing of materials on construction projects and the subsequent documentation. I

Boulder County projects not utilizing funds overseen by the Colorado Department of Transportation shall also include the Boulder County's *Minimum Construction Testing Requirement Checklist*.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Engineer.** The County Engineer for Boulder County, Colorado, or their designated representative. When applicable it may also mean the Chief Engineer of the Department acting directly or through an authorized representative, responsible for engineering and administrative supervision of the project.

**Equipment.** All machinery, tools, and apparatus together with supplies for upkeep and maintenance, necessary for the proper construction and acceptable completion of the work.

**Extra Work.** Work not provided for in the Contract as awarded but found by the Engineer to be essential to the satisfactory completion of the Contract within its intended scope.

**Falsework.** Falsework is temporary construction used to support structural elements of concrete, steel, masonry, or other materials during their construction or erection until they become self-supporting. Falsework may also be used to provide temporary support to elements of a structure during demolition or reconstruction.

**Finished Grade.** Final grade of the site after excavating or filling for pavement or topsoil that conforms to the approved final grading plan. The finished grade is also the grade at the top of a paved or finished surface.

**Force Account Work.** Work paid for on the basis of actual costs plus approved additives. See subsection 109.04.

**Formwork.** Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens.

**Highway.** A general term denoting a public way for purposes of vehicular travel, including the entire area within the right of way.

**Holidays.** Holidays recognized by Boulder County are listed on Boulder County's website under Hours of Operation. <https://bouldercounty.gov/government/hours-of-operation/>

When New Year's Day, Cesar Chavez Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be considered a holiday. When one of these days falls on a Saturday, the preceding Friday shall be considered a holiday.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

Boulder County projects utilizing funds overseen by the Colorado Department of Transportation or that fall within the State of Colorado's right-of-way may also recognize the State of Colorado holidays, which are:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday (observed)
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Cabrini Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**Inspector.** The Engineer's authorized representative assigned to make detailed inspections of contract performance.

**Invitation for Bids.** All documents, whether attached or incorporated by reference, utilized for soliciting proposals. The advertisement will indicate with reasonable accuracy the quantity and location of the work to be done or the character and quantity of the material to be furnished and the time and place of the opening of proposals.

**Laboratory.** The laboratory used by Boulder County, Colorado, or their designated representative. When applicable, the testing laboratory of the State Department of Transportation, or any other testing laboratory designated by the Engineer.

**Materials.** All components required for use in the construction of the project.

**Method of Measurement.** The way a "Pay Item" is measured to conform with the "Pay Unit."

**Notice to Proceed.** Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time.

**Ordinary High-Water Mark.** The term "ordinary high-water mark" means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas. This is typically the 2-year storm event elevation.

**Original Contract Amount.** The sum of the total dollar amounts bid for all the construction pay item quantities. In subsection 626.02 this figure is modified for use in calculating partial payments for mobilization.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Pavement Structure.** The combination of one or more of the following courses placed on a subgrade to support and distribute the traffic load to the roadbed.

- (1) Subbase. The layer or layers of specified or selected material placed on a subgrade to support a base course, surface course, or both. Subgrade that has been treated with lime, fly ash, cement kiln dust, or combinations thereof for stabilization will be considered subbase.
- (2) Base Course. The layer or layers of specified or selected material placed on a subbase or a subgrade to support a surface course.
- (3) Surface Course. One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called “wearing course.”

**Planned Force Account.** Items of work, included on the plans, which will be paid for per subsection 109.04.

**Plans.** The drawings, or reproductions, provided by the Department, showing the location, character, dimensions, and details of the work.

**Pre-construction Conference.** A meeting of CDOT project personnel, Contractor project personnel, and other stakeholders held before the beginning of construction, discussing pertinent topics for the successful completion of the work.

**Profile Grade.** The trace of a vertical plane usually intersecting the top surface of the proposed wearing surface and usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace per to the context.

**Project.** The specific section of the highway where construction is being performed, as described in the Contract.

**Project Engineer.** The County Engineer’s duly authorized representative who may be a county employee or an employee of a consulting engineer (consultant) under contract to Boulder County.

**Project Special Provisions.** See definition for special provision.

**Project Termini.** Limits of the Project as shown on the plans.

**Proposal.** The offer of a bidder, on the prescribed form, to perform the work at the prices quoted. Also called bid.

**Proposal Form.** A bidder submits their bid on these Department furnished documents. Also called bid proposal.

**Proposal Guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into the Contract if the proposal is accepted.



**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Record Set.** A reproduction of a drawing or set of drawings, design calculations, or other record of engineering work required to be performed by the Contractor's engineer and Professional Land Surveyor, which is electronically sealed by the Contractor's engineer and Professional Land Surveyor using Adobe Sign software and per the Bylaws and Rules of the State Board of Licensure for Architects, Professional Engineers, and Professional Land Surveyors Rules and Regulations, 4 CCR 730-1.

**Region Transportation Director.** Boulder County's or the State Department of Transportation Department's representative, whichever is applicable, responsible for construction, maintenance, and safety activities, within the geographical jurisdiction established by the Department. The Region Transportation Director is responsible for acting on written appeals made by the Contractor relating to contract claims for additional compensation or extension of contract time.

**Right of Way.** A general term denoting land, property, or interest, usually in a strip, acquired for or devoted to a highway.

**Road.** A general term denoting a public way for purposes of vehicular travel, including the entire area within the right of way.

**Roadbed.** The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

**Roadside.** A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

**Roadside Development.** Those items necessary for the preservation of landscape materials and features. The rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers. Suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

**Roadway.** The portion of a highway within limits of construction.

**Roadway Prism.** The portion of the roadway defined as the prism of embankment situated beneath the shoulders and pavement structure and inside the lines projected downward and outward on a one-to-one slope from the outside edges of the roadway shoulders to their intersection with the base of the embankment.

**Safety Critical Work.** Elements of the work that, if performed improperly, could encroach upon, and endanger traffic that is following all traffic regulations. Safety critical work may include work elements performed under one or more of the following situations:

- Work that is constructed on, over, or near a traffic route and could become unstable over time if installed improperly.
- Work that requires the use of lifting devices in the vicinity of traffic.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

- Elements of work considered safety critical for the project will be identified in a Project Special Provision titled *Revision of Section 107 – Performance of Safety Critical Work*.
- “Traffic”, as used above, is defined as the vehicles, railroad, pedestrians, aircraft, and watercraft moving along a route. The route may be permanent or temporary, such as a detour.

**Salvable Material.** Material that can be saved or salvaged. Unless otherwise specified in the Contract, all salvable material shall become the property of the Contractor.

**Shop Drawings.** A general term that includes drawings, diagrams, illustrations, samples, schedules, calculations, and other data that provide details of the construction of the work and details to be used by the Engineer for inspection. Shop drawings shall be prepared by the Contractor, subcontractors, manufacturers, suppliers, or distributors. Shop Drawings are submitted to the Engineer for formal review and return to the Contractor per subsection 105.02(c). Shop drawings include data that illustrates material, equipment, and items that are incorporated in and become part of the permanent work per the Contract.

**Shoring.** Shoring is temporary construction that is used to support the earth adjacent to excavation or embankment.

**Shoulder.** The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**Sidewalk.** That portion of the roadway constructed for pedestrian use.

**Special Provisions.** Additions and revisions to the standard and supplemental specifications covering conditions specific to an individual project or group of projects. Special provisions fall within one of the two following categories and take precedence as specified in subsection 105.09.

- (a) *Project Special Provisions.* Additions and revisions to the Standard and Supplemental Specifications, specific to the project.
- (b) *Standard Special Provisions.* Additions and revisions to the Standard and Supplemental Specifications, specific to a selected group of projects or that are intended for temporary use.

**Specifications.** A general term applied to all directions, provisions and requirements pertaining to performance of the work.

- (a) *Standard Specifications:* The Department’s printed book (including errata) titled *Standard Specifications for Road and Bridge Construction*. The book is divided into three parts namely:

1. General Provisions (Division 100)
2. Construction Details (Divisions 200 thru 600)
3. Material Details (Division 700)

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

(b) *Supplemental Specifications*: Additions and revisions to the Standard Specifications that are adopted after the issuance of the printed book.

The outline for “Work” items in the Construction Details contains the following:

1. Description
2. Materials
3. Construction Requirements
4. Method of Measurement
5. Basis of Payment

**Specified Completion Date.** The date that the contract work is specified to be completed.

**Standard Special Provisions.** See definition for Special Provisions.

**State.** The State of Colorado acting through its authorized representative. When applicable, Boulder County, Colorado acting through its authorized representative.

**State Waters.** State Waters means any and all surface and subsurface waters that are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

Examples of State waters include, but are not limited to, perennial streams, intermittent or ephemeral gulches and arroyos, ponds, lakes, reservoirs, irrigation canals or ditches, wetlands, stormwater conveyances (when they discharge to a surface water), and groundwater.

Note that for the purposes of these specifications “surface waters” means all State waters, except groundwater.

**Stormwater Management Plan (SWMP).** The Stormwater Management Plan comprises those contract documents containing the requirements necessary to accomplish all the following:

- Protect and identify sensitive environments (state waters, wetlands, habitat, and existing vegetation).
- Minimize the amount of disturbed soil.
- Control and minimize erosion and sedimentation during and after project construction.
- Minimize runoff from offsite areas from flowing across the site.
- Slow down the runoff.
- Reduce pollutants in stormwater runoff.

**Street.** A general term denoting a public way for purposes of vehicular travel, including the entire area within the right of way.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Structures.** Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, end walls, buildings, storm drains, service pipes, underdrains, foundation drains, fences, guardrail, signs, end sections, traffic signals, light standards, and other features that may be encountered in the work and not otherwise classified.

**Subcontractor.** An individual, firm, corporation, or other legal entity to whom the Contractor sublets part of the Contract. A subcontractor shall include an individual, firm, or corporation who meets one or both of the following criteria:

- (a) Establishes a fabricating process or facility exclusively for the use of the Project, whether on or off the site of work per 29 CFR 5.2(l)(1) and 29 CFR 5.2(l)(2).
- (b) Performs work that is incorporated within the Project limits.

**Subgrade.** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed. Subgrade that has been treated with lime, fly ash, cement kiln dust, or combinations thereof for stabilization will be considered subbase.

**Substructure.** All the structure below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

**Superintendent.** The Contractor's authorized employee in responsible charge of the work.

**Superstructure.** The entire structure except the substructure, as defined.

**Supplier.** An individual, firm, or corporation who meets one or both of the following criteria:

- (a) Fabricates or processes a material not on the site of work per 29 CFR 5.2(l)(3).
- (b) Delivers material directly to the project.

In both cases, the material shall be intended for permanent incorporation into the worksite.

**Supplemental Specifications.** See definition for Specifications.

**Surety.** The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**Traffic Control Plan (TCP).** The parts of the contract documents for each project that contain the requirements for the maintenance of traffic during construction of the project.

**Traveled Way.** The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

**Value Engineering Change Proposal (VECP).** A change to contract requirements proposed by the Contractor that will accomplish the project's functional requirements at less cost or improve value or service at no increase or at a minor increase in cost.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**Wheel Path.** Wheel paths are the two sections of each through-traffic lane that bear the wheel loading. The center of each wheel path is located 3 feet from the center of the lane; each wheel path is 2 feet wide.

**Work.** The furnishing of all labor, materials, equipment, and incidentals necessary to successfully complete the project according to all duties and obligations imposed by the Contract.

**Working Day.** Any day, exclusive of Saturdays, Sundays, and holidays, that weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of the work.

**Working Drawings.** A general term that includes drawings, diagrams, illustrations, samples, schedules, calculations, and other data that illustrate the construction of the work, material, equipment, methods, and items that are necessary to construct the work per the plans and specifications. Working drawings shall be prepared by the Contractor, subcontractors, manufacturers, suppliers, or distributors. Working drawings are submitted to the Engineer for information only and are not formally reviewed and returned to the Contractor.

**Workplace Violence.** Workplace violence is conduct in the workplace against employees, employers, or outsiders committed by a person who either has an employment related connection with CDOT or is a contractor working on a CDOT project. This conduct includes:

- (a) Physical acts against persons or their property, or against CDOT or Contractor property that are perceived to be harmful or threatening.
- (b) Veiled or direct verbal threats, profanity, or vicious statements or gestures that are meant to harm or create a threatening or intimidating work environment.
- (c) Written threats, profanity, vicious cartoons or notes that are meant to create a threatening or intimidating environment
- (d) Any other acts that are perceived to be threatening or intended to injure or convey hostility.

**101.03 General Notes.**

- G1. All materials, workmanship and construction shall meet or exceed the standards and specifications set forth in the most recent version of Colorado Department of Transportation (CDOT) *Standard Specifications for Road and Bridge Construction*, the Colorado Department of Transportation Standard Plans M&S Standards, and *Boulder County Multimodal Transportation Standards*, applicable state and federal regulations, project special provisions and project plans. Where there is conflict between these specifications, or any applicable standards, the most restrictive standard shall apply. All reference to any published standards shall refer to the latest revision of said standard, unless specifically stated otherwise.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

- G2. Location of staging areas, equipment and material storage are the contractor's responsibility, and must be coordinated with property owners or other parties as needed.
- G3. Contractor shall protect all survey and right-of-way monumentation during construction operations. Any monuments disturbed by the construction operations shall be reset by the contractor at their expense, in accordance with CDOT Specifications, Section 629, Survey Monumentation.
- G4. Contractor shall protect existing vegetation not designated for removal, inside and outside the project area. Locate, mark, and protect valves and control boxes adjacent to construction activities. Damaged vegetation undesignated for removal, shall be replaced with similar items at the contractor's expense.
- G5. Construction inspection and material testing will be provided by Boulder County. Quality Control and testing will be the responsibility of the Contractor
- G6. Contractor shall limit construction activities to those areas within the limits of disturbance. Any disturbance beyond those limits shall be restored to original condition at the contractor's expense. Construction activities shall also include vehicle and equipment parking, disposal of litter, and any other activity that would alter existing conditions.
- G7. Unless otherwise specified, removal items shall become the property of the contractor. Removals shall be disposed of outside of the project's limits, unless otherwise approved by the engineer.
- G8. Upon completion of construction, the site shall be cleaned and restored to a condition equal to or better than, that which existed before construction, or to the grades and condition required in these plans.
- G9. Disposal of excess material off-site or the importing of materials on-site, regardless of property ownership, must be done in accordance with all federal, state, and local environmental regulations and polices.
- G10. All excess material generated within the project limits shall be removed from the project site at no additional cost to the project unless specified in the plans.
- G11. A Boulder County hauler license is required for hauling of material off site, regardless of where the material is deposited. This applies to the prime contractor as well as any subcontractors that collect, transport, or dispose of discarded materials (garbage, recyclables, or compostables, construction and demolition waste, or landscaping materials) in unincorporated Boulder County. See link for additional information <https://www.bouldercounty.org/environment/trash/hauler-license/>.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

**101.04 Signing, Striping and Traffic Control Notes.**

- S1. Contractor shall be responsible for providing, installing, and maintaining the required construction zone traffic control devices and personnel per special provisions, section 630 of the standard specifications and the MUTCD. The contractor is prohibited from starting work at any location if a traffic control plan, including bicycles and pedestrians, has not been submitted and approved by the county's County Engineer or traffic engineer.
- S2. Contractor shall provide safe, local access for all adjacent property owners, emergency services, school buses, deliveries, etc. At all times.
- S3. Removal of temporary pavement markings will not be paid for separately but shall be included in the work.
- S4. The contractor shall always maintain pavement markings on the project throughout the construction period.
- S5. Traffic will use the present roadway during construction.
- S6. Only one lane may be closed to traffic at any time, unless directed by the engineer. The contractor shall only close the section of roadway required to perform the work for the current construction phase.
- S7. Two lanes of traffic shall be maintained during all non-working hours.
- S8. The contractor shall not leave a vertical edge next to the traveled way during non-working hours, unless otherwise directed by the engineer.
- S9. There shall be no site construction activities on Saturdays, Sundays, or holidays unless there is specific written approval by Boulder County.
- S10. All work performed by the Contractor or any of their agents shall be accomplished during the established working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Neither the Contractor nor their agents shall work outside of the daily working hours without prior approval by the Engineer.
- S11. Signposts shall be 2" x 2" x 10' (14 gauge) galvanized perforated square steel tubing.
- S12. Signpost bases shall be 2 ¼" x 2 ¼" (12 gauge, 3' in length) galvanized perforated square steel tubing.
- S13. Bases shall be included in the cost for signposts. Top of bases shall be 3" ± above finished grade. The signpost shall be installed 4" into the base and bolted both ways.
- S14. Signpost locations shall be approved by the engineer and road maintenance sign shop representative prior to installation.
- S15. Post locations in concrete median or islands shall have 6" PVC installed prior to pouring concrete.

**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

- S16. Thickness of all sign panels shall be .100"
- S17. Final pavement striping shall be modified epoxy per CDOT standard specifications.
- S18. All stop lines, crosswalks and pavement marking symbols shall be white, preformed thermoplastic, "Premark" or equivalent.
- S19. Stop lines shall be 2' wide; crosswalks shall be 2' x 9', unless otherwise noted.
- S20. Pavement marking arrows shall be elongated.
- S21. Bicycle detector pavement markings shall be per MUTCD fig. 9c-7 b with helmeted bicycle symbol.
- S22. Pavement markings for bike lanes shall be per MUTCD fig. 9c-3 b with helmeted bicycle symbol.
- S23. Preformed thermoplastic installation on concrete shall have the concrete cure removed prior to installation or a bonding agent applied to the concrete before installation. Installation shall follow the manufacturer's specifications.

**101.05 Erosion and Stormwater Notes.**

- ER1. The contractor shall always protect all work areas and facilities from water. Area and facilities subjected to flooding, regardless of the source of water shall be promptly dewatered and restored at no cost to the owner. This shall include removal of any debris caused by flooding.
- ER2. All erosion control measures shall be installed at the limits of construction and at areas with disturbed soil, on or off site, prior to any other ground disturbing activity. All erosion control measures shall be maintained in good repair by the contractor, until such time as the disturbed area is stabilized with hard surface or landscaping. Erosion control measures shall be placed continually as drainage features are being constructed.
- ER3. The contractor/permittee must maintain a spill kit on site when working around surface waters. If pollutants are spilled into any surface waters during construction activities, the contractor/permittee must notify the owner's representative or engineer immediately.

**101.06 Hazardous Materials Notes.**

- HM1. The contractor/permittee shall transport, use, and store hazardous materials in accordance with all regulatory requirements. Spilled hazardous materials, including hazardous liquid wastes, shall be removed from the site and the property restored to its pre-spill state in accordance with regulatory requirements.
- ER4. The contractor/permittee shall immediately report spills to the proper regulatory authority and shall immediately notify the engineer.



**REVISION OF SECTION 101  
DEFINITIONS, TERMS AND NOTES**

HM2. Handling of construction fuels and lubricants:

- The contractor/permittee shall employ persons qualified to handle construction equipment fuels and lubricants.
- The contractor/permittee shall refuel and service equipment away from floodplains of rivers, streams, and other bodies of water. The contractor/permittee shall ensure equipment that enters the water is free from external grease, oil, and mud.
- The contractor/permittee shall prevent handling and fueling operations from contaminating the ground, surface water, and ground water. The contractor/permittee shall use containment berms and an impermeable base course or other system to contain spilled fuel.

**101.07 Utility Notes.**

- U1. The contractor shall call for utility locations a minimum of three (3) working days (preferred seven (7) working days) prior to any excavation at the Utility Notification Center of Colorado at 1-800-922-1987 or 811. Also, notify individual utilities two working days prior to any excavation.

**101.08 Environmental Notes.**

- EN1. Waste management: contractor shall inspect equipment and vehicles as often as is necessary to ensure that petroleum, oils, and lubricants (pol) are not leaking onto the soil or pavement. The contractor shall have ready approved absorbent materials or containers of sufficient capacity to contain any leak of pol that can reasonably be foreseen. All materials resulting from pol leakage control and cleanup shall remain the property of the contractor. The cost of control and cleanup of pol leaks will not be paid for separately but will be included in the cost of the work.
- EN2. Waste materials: there shall be no stockpiling or side casting of waste materials, including but not limited to, paint chips, asphalt or concrete adjacent to wetlands or waters of the U.S.
- EN3. Materials stockpiles: all stockpiled project materials shall be located away from sensitive areas and confined so that no material(s) or their runoff enters wetlands or waters of the U.S., whether flowing or dry.

**101.09 Drainage Notes.**

- D1. The contractor is required to keep all drainage facilities functional and always maintain drainage to those facilities during construction.

**REVISION OF SECTION 104  
MAINTAINING TRAFFIC**

**Section 104** of the Standard Specifications is hereby revised as follows:

**Subsection 104.04** shall include the following:

Employee vehicle parking is prohibited where it conflicts with safety, access, or flow of traffic. The Contractor is responsible for obtaining, coordinating, and maintaining acceptable parking and staging areas for the duration of the construction activities. This shall not be paid for separately but shall be included in the work.

**REVISION OF SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Section 107** of the Standard Specifications is hereby revised for this project as follows:

**Subsection 107.07**, Public Convenience and Safety, add the following:

Prior to working adjacent to driveways, the contractor shall confirm the work schedule with the property owner.

Access to residences and businesses shall be always maintained unless arrangements are made with the property owner and a copy of the written agreement is provided to the Project Engineer.

**Subsection 107.17**, Contractor's Responsibility for Work, add the following:

The Contractor shall be responsible for any damage to their work arising from running water from either a natural source or from landscape watering at no additional cost to the contract.

The Contractor shall be responsible for any damages done by the contractor that is outside the scope of this work, including but not limited to irrigation facilities, landscaping, or private property.

**REVISION OF SECTION 107  
FIRE PROTECTION PLAN**

**Section 107** of the Standard Specifications is hereby revised as follows:

**Subsection 107.18** shall be deleted and replaced with the following:

**107.18 Fire Protection Plan.** The following work elements are considered safety critical work for this project:

- (a) *Fire Protection Plan.* Prior to start of work, the Contractor shall submit a Fire Control Plan in writing to the Engineer and Local Fire Authority for approval. The plan shall include the following:
- (1) The name and contact information of a Fire Control Coordinator who shall be assigned to the project.
  - (2) A 24-hour Emergency Contact List which, at a minimum, includes Project Superintendent, Project Foreman, and Project Traffic Control Supervisor.
  - (3) A complete list, including storage locations, of all tools and equipment the Contractor will use in the event of an emergency within project limits.
  - (4) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.
  - (5) Specific fire prevention precautions, and the required fire mitigation equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of heavy equipment, vehicles, hand tools, storage, and parking areas.
  - (6) Specific precautions for fueling operations.
  - (7) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week to include a local Fire Authority Representative. The Contractor shall encourage participation by all persons working at the project site. Participants shall discuss specific fire prevention precautions for construction activities.
- (b) *Open Burn Exemption.* A BURN EXEMPTION may be requested by the Contractor from the Boulder County Sheriff's Office if current fire restrictions are in place. The fire restrictions Prohibit:
- (1) Building, maintaining, attending, or using an open fire, campfire, or stove fire (including charcoal barbecues and grills) on public land;
  - (2) Use of all personal fireworks;
  - (3) Shooting or discharging firearms for recreational purposes, except for hunting with a valid and current hunting license on public land;

**REVISION OF SECTION 107  
FIRE PROTECTION PLAN**

- (4) Smoking, except in an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials;
- (5) Operating a chainsaw without a USDA or SAE-approved spark arrester properly installed and in effective working order. A chemical, pressurized fire-extinguisher must be kept with the operator, and at least one round-point shovel with an overall length of at least 35 inches must be readily available for use;
- (6) Welding or operating acetylene or other open-flame torches, except in cleared areas of at least 10 feet in diameter, and with a chemical, pressurized fire-extinguisher immediately available for use; and
- (7) Using an explosive.

(c) *Equipment and Procedures.*

Fire Boxes. **If required** by the local Fire Authority shall contain tools and equipment that shall be used exclusively for controlling or suppressing fires which occur due to construction activities on project sites. Each fire box shall contain, as a minimum, the following:

- (1) Five round-pointed shovels,
- (2) Two double-bitted axes,
- (3) Three Pulaskis or mattocks, and
- (4) Four large fire extinguishers as prescribed by the local Fire Authority.

Welding/Torching/Cutting/Drilling. If work at field locations is required, the work shall be done at a location where all flammable material has been cleared within a 30-foot radius and approved by the local Fire Authority.

Spark Arrestors. All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling. Approved and inspected by the local Fire Authority.

Storage and Parking Areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas shall be cleared of all flammable materials for 50 feet. Small stationary engine sites shall be cleared of all flammable material for distance of 20 feet. Other mitigation methods may be used as approved by the Engineer and applicable codes.

**REVISION OF SECTION 107  
FIRE PROTECTION PLAN**

(d) *Fire Control Coordinator Responsibilities.* The Fire Control Coordinator shall:

- (1) Be the primary contact for the local Fire Authority and Project Engineer
- (2) Implement the Fire Control Plan.
- (3) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.
- (4) Document in a letter to the Engineer and Local Fire Authority changes to the Fire Control Plan.
- (5) Contact local firefighting authorities 3 days in advance when a hazardous operation is scheduled. Inspection due to construction activities within project limits may be required.
- (6) Coordinate fire control, mitigation and possible suppression activities until authorities arrive, including the evacuation of staff.

When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Control Coordinator. The Fire Control Coordinator, or his designee, shall always be on site while work is performed.

(e) *Open Burning During Weather Events.* **During any of the following weather events, open burning is not permitted in unincorporated Boulder County from time of issuance until midnight in which the event expires: Red Flag Warning, High Wind Warning, High Wind Watch and Fire Danger Warning.** Check the local forecast for up-to-date information issued by the National Weather Service. This is per Boulder County Ordinance 2018-1, "An Ordinance Repealing and Replacing Boulder County Ordinance 2006-2 and Authorizing the Declaration of Open Fire Bans by the Board of County Commissioners or the County Sheriff."

The National Weather Service issues weather statements to inform area firefighting and land use management agencies that conditions are ideal for wildland fire ignition and propagation (Red Flag Warning, High Wind Warning, High Wind Watch, Fire Danger Warning).

For this standard special provision, smoking is an open flame and shall be included in the definition of open burning, which is not permitted for the above listed weather events. Any smoking or lighting of items outside or within a vehicle with open windows is not permitted on the project site or within 500 feet of the project's limits of disturbance. With the approval of the Engineer, who consults with the local Fire Authority, a designated smoking area may be established.

No additional payment or compensation will be paid to the Contractor during any weather events associated with open burning and include Red Flag Warning, High Wind Warning, High Wind Watch, Fire Danger Warning. Delays may be counted as an excusable delay per Standard Specification 108.08 or at the discretion of the Engineer.

(f) *Costs.* All costs associated with the preparation and implementation of the Plan and compliance with all fire protection provisions and requirements will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTION 107  
AIR QUALITY CONTROL**

**Section 107** of the Standard Specifications is hereby revised for this project as follows:

**Subsection 107.24** shall include the following:

*Equipment Emissions.* Boulder County projects shall meet or exceed current Colorado Air Quality standards. The project work shall be performed using practices that minimize air quality detriments during construction. All the standards below shall be followed to improve air quality related to this project:

- (a) Emissions standards:
  - (1) Optimally, electric or hybrid powered equipment or vehicles will be used on all projects.
  - (2) Equipment engines shall be compliant with the most recent Environmental Protection Agency (EPA) requirements.
  - (3) Contractors are required to maintain a minimum emissions level for diesel fueled equipment at a Tier 3 level.
  - (4) Contractors shall provide certification of compliance with diesel emissions standards. Failure to do so will result in immediate stoppage of work and is a non-excusable delay per subsection 108.08(c)2.
  - (5) All diesel vehicles, construction equipment, and generators on site shall be fueled with ultra-low sulfur diesel fuel (ULSD) or a biodiesel (B20) blend approved by the original engine manufacturer with sulfur content of 15 ppm or less.
- (b) Proximity. Any project within 1000 linear feet of a residence or regular gathering location of multiple people (i.e., schools, parks, places of worship, commercial buildings, etc.) is required to have either electric, hybrid or Tier 4 diesel powered equipment or vehicles.
- (c) Exemption. Emergency equipment is exempt from this specification. All reasonable effort will be made to replace equipment placed in service at the beginning of the emergency work with equipment as specified above as soon as possible.
- (d) Definition. Vehicle, for the purposes of this specification, is defined as any diesel-powered company owned car or truck. It does not apply to personal vehicles.
- (e) Cost. Unless shown otherwise in the bid tabulation for this project, costs to achieve this specification will be included in the overall cost of the project.

**REVISION OF SECTION 202  
REMOVAL OF PAVEMENT MARKING**

**Section 202** of the Standard Specifications is hereby revised for this project as follows:

**Subsection 202.05** shall include the following:

Pavement Markings to be removed shall be marked by the Contractor no less than two working days prior to removal. The Department shall review and approve the pavement markings to be removed prior to the work. All Removal of Pavement Markings shall be completed prior to permanent striping layout. All pavement markings removed shall become the property of the Contractor and disposed of properly offsite.



**REVISION OF SECTIONS 627 AND 713  
GLASS BEADS FOR PAVEMENT MARKING**

**Sections 627 and 713** of the Standard Specifications are hereby revised for this project as follows:

**Subsection 627.05**, shall include the following:

Contractor shall sweep excess glass beads within 24 hours once the modified epoxy pavement marking is dry.

**Subsection 627.05**, delete the last paragraph and replace with the following:

Modified epoxy pavement marking, and beads shall be applied within the following limits:

**Application Rate or Coverage  
Per Gallon of Modified Epoxy Pavement Marking**

	<b>Minimum</b>	<b>Maximum</b>
16 – 18 mil marking	90 sq. ft.	100 sq. ft.
Beads	18 lbs.	20 lbs.

**Subsection 713.08 (8)** delete and replace with the following:

For modified epoxy pavement marking, a minimum of 40 percent of the total weight shall be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads shall be above the 600  $\mu\text{m}$  (#30) sieve.

**REVISION OF SECTION 347  
PAVEMENT MARKING**

**Section 627** of the Standard Specifications is hereby revised for this project as follows:

**Subsection 627.03** shall include the following:

Full-compliance pavement markings by means of temporary or final markings shall be in place at the end of the day following placement of the upper asphalt lift both for detour pavement and permanent pavement.

(f) *Pre-striping and Marking Construction Meeting.* A pre-striping and marking construction meeting shall be held prior to the layout to confirm the pavement marking plan. At a minimum, attendees shall include the Contractor, the Striping Contractor or Subcontractor and Department representative(s).

Any striping or marking detail or minor modification shall be provided by the Department in advance of layout. Minor changes shall be addressed in the Pre-striping and Marking Construction Meeting and vetted for constructability and cost.

Any significant modification shall be addressed by an approved change modification order with the Engineer prior the Pre-striping and Marking Construction Meeting.

Control Points and layout shall be done by the Contractor no less than 48 hours prior to striping and marking, and the Department shall review and approve the layout prior to the work whether temporary or final. Layout of all pavement marking, whether temporary or final, is included in the work.

**Subsection 627.05** shall include the following:

The Contractor shall clean up excess beads from the roadway, shoulders, and adjacent facilities. When used, Contractor shall leave all "Highway Striping" "next \_\_miles" construction warning signs in place until excess glass beads have been cleared from the facilities.

**Subsection 627.06** shall include the following:

Crosswalk bars shall be two feet wide and nine feet long unless otherwise noted.

Thermoplastic pavement marking arrows shall be the elongated type.

The Contractor shall clean up excess beads from the roadway, shoulders, and adjacent facilities. Clean up of excess beads shall be included in the work.

**REVISION OF SECTION 627  
PAVEMENT MARKING**

**Subsection 627.13** shall include the following:

Clean up of excess beads shall be included in the cost of the work.

**REVISION OF SECTION 630  
MOBILE PAVEMENT MARKING ZONE (WITH ATTENUATOR)**

**Section 630** of the Standard Specifications is hereby revised for this project as follows:

**Subsection 630.01** shall include the following:

This work consists of furnishing a mobile pavement-marking zone (with attenuator) for the application of pavement marking materials.

**Subsection 630.10** shall include the following:

The Contractor's Method of Handling Traffic (MHT) shall include details of a mobile pavement-marking zone.

The mobile pavement-marking zone shall include, as a minimum, three operations groups as follows:

- (1) The application group composed of the pavement marking application truck and at least one cone installation truck.
- (2) The pick-up group composed of at least one truck for warning and one truck for cone pickup.
- (3) The signing group composed of one or more trucks installing signs. At a minimum, the following signs shall be used:

HIGHWAY/PAINTING/NEXT___MILES	60-inch by 36-inch
HIGHWAY/PAINTING/AHEAD	48-inch Diamond
CYCLES/USE/CAUTION	48-inch Diamond

Truck mounted message boards may be used in lieu of temporary signs.

Groups 1 and 2 shall each be equipped with a truck mounted Advance Warning Flashing or Sequencing Arrow Panel (C Type), and a truck mounted impact attenuator. The impact attenuators shall be located on the rearmost vehicle of each group. A separate vehicle for this attenuator may be used. Each truck-mounted impact attenuator shall be certified by the manufacture to be able to withstand a 62 MPH impact in accordance with NCHRP 350, Test Level 3. The cone setting truck and cone pickup truck shall not be the same vehicle.

Group 2 shall also be equipped with a truck mounted NO/PASSING/THRU/PAINTING/ZONE 48-inch by 60-inch sign.

Group 3 shall place HIGHWAY/PAINTING/AHEAD signs on intersecting crossroads and interchange entrance ramps as the pavement marking operation approaches. If required, for spot locations, this group shall also provide flagging.

**REVISION OF SECTION 630  
MOBILE PAVEMENT MARKING ZONE (WITH ATTENUATOR)**

All groups shall maintain radio communications to ensure appropriate advance warning and buffer distances are maintained for traffic.

All groups shall clear the roadway every 15 minutes or as deemed necessary by the Engineer to allow traffic queues to pass.

Traffic cone spacing shall be determined as required by the standard plans calculations based on current speed limits. Cone spacing shall not exceed 120 feet. The distance and spacing may be adjusted, depending on traffic conditions and terrain, as determined by the Engineer.

If the Contractor intends to use a different type of mobile pavement marking zone, the Contractor shall submit those details (in accordance with the Traffic Control Plan) for approval by the Engineer.

**Subsection 630.19** shall include the following:

All elements of the mobile pavement-marking zone (with attenuator) including flagging will not be paid for separately but shall be included in the unit price of the bid items under Section 627 Pavement Marking.



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## INSURANCE AND W-9 REQUIREMENTS

Category	Commercial General Liability	Automotive Liability	Workers' Comp & Employer's Liability	Professional Liability (Errors and Omissions)	Umbrella Liability
Guardrail Services	√	√	√	√	<b>\$3Mil</b>
Striping Services	√	√	√		
Signing Services	√	√	√		

### INSURANCE REQUIREMENTS

#### Commercial General Liability

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

#### 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.

**Umbrella / Excess Insurance**

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

**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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## **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 will be evaluated based on the following criteria:

- ❖ **Company Qualifications (15%)**
  - Describe specific technical qualifications in the appropriate discipline proposed.
  - Describe experience managing or participating in the appropriate discipline proposed.
  - Describe company capability and availability
- ❖ **Relevant Past Project Experience (70%)**
  - Describe proposer's experience with a minimum of three past projects, done in the past five years.
- ❖ **References (15%)**
  - Include a minimum of three local agency references.

**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:**

<b>Description</b>	<b>Points</b>
Company Qualifications	4 @ 15% = 0.6 points
Relevant Past Project Experience	4 @ 70% = 2.8 points
References	4 @ 15% = 0.6 points
<b>Total Possible</b>	<b>4</b>





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## **SUBMITTAL INSTRUCTIONS**

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The purpose of this solicitation is to prepare a list of pre-qualified contractors for which Boulder County can assign work on a project-by-project basis. Projects will vary in scope and size and will be related to Boulder County Public Works projects including roadways, bridges, drainage, and trails/sidewalks. Selected firms will enter into a continuing services contract for 2023 with the option to renew for up to four more one-year terms, for a not to exceed amount of \$1,000,000 per year.

There is no maximum page limit, however, please be concise and brief when able. Visuals, graphs, tables, etc. are desirable. Use no smaller than 11- point font. If submitting a pdf by email, please provide all the required information in a single pdf attachment. Please note that email responses to this solicitation are limited to a maximum of 50MB capacity. The 50MB capacity includes the size of the email and its attachments combined.

If submitting a pdf by email, please provide all the required information in four pdf attachments titled as:

1. [FirmName]SOQ#[7458-23x]CoverPage
2. [FirmName]SOQ#[7458-23x]Proposal
3. [FirmName]SOQ#[7458-23x]COI
4. [FirmName]SOQ#[7458-23x]W-9

## SUBMITTAL CHECKLIST

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The proposer’s attention is especially called to the items listed below in the Submittal Checklist, 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 Solicitation of Qualifications (SOQ) 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 inclusion:

**INCLUDED? ITEM**

- \_\_\_\_\_ A. Completed Solicitation Cover Page Form which includes:
  - \_\_\_\_\_ A1. Company’s Name and Address
  - \_\_\_\_\_ A2. Discipline Questionnaire
  - \_\_\_\_\_ A3. References
  - \_\_\_\_\_ A4. SAM.gov Unique Entity ID
  - \_\_\_\_\_ A5. Compliance with Contract Terms and Conditions.
  - \_\_\_\_\_ A6. Signature Page
  - \_\_\_\_\_ A7. Addendum Acknowledgement(s)
- \_\_\_\_\_ B. Proposal which addresses: Company Qualifications (15%); Relevant Past Project Experience (70%); and References (15%)
- \_\_\_\_\_ C. Insurance Certificate
- \_\_\_\_\_ D. W-9



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## SOLICITATION COVER PAGE FORM

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### A1. COMPANY NAME AND ADDRESS

Company Information	Response
Name	
Address	
Phone Number	
Website	

### A2. DISCIPLINE QUESTIONNAIRE

Please check the Discipline that you are proposing for in the table below.

- Guardrail Services
- Striping Services Environmental Services
- Signing Services

**A3. REFERENCES**

Company must submit a minimum of three references for similar projects that have been completed within the last three years and their contact information.

<b>Project</b>	<b>Project Relevance</b>	<b>Reference (Name, Phone, Email)</b>

**A4. SAM.GOV UNIQUE ENTITY ID REGISTRATION**

Companies that haven't registered with SAM.GOV may use the attached *How to Register a New Entity in SAM.Gov* attached to this Solicitation of Qualifications.

Company Name: \_\_\_\_\_

Unique Entity ID: \_\_\_\_\_

CAGE/NCAGE: \_\_\_\_\_

FSD Number: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Purpose of Registration: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**A5. COMPLIANCE WITH SAMPLE CONTRACT TERMS AND CONDITIONS**

Choose one of the following regarding the company’s compliance with Terms and conditions in the Sample Contract contained within this SOQ.

\_\_\_\_\_ takes  
(Company Name)

- no exception to the terms and conditions within the sample contract.
- exception to the terms and conditions within the sample contract. *Specific deviations are attached to this Solicitation Cover Page Form with redlines made to the Sample Contract.*

*Example Redline:*

**43 (g) (v) Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per **Claim 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.

- exception to the terms and conditions within the sample contract. *Specific deviations are as follows:*

<b>Requested Sample Contract Deviation</b>
<p><i>Example: Section 9 – Indemnity</i></p> <p><i>1. In line 7: before “attorneys’ fees” insert “reasonable”</i></p> <p><i>2. In line 8: replace “as a result or on account of the” with “to the extent caused by the negligent”</i></p>

**A6. 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

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THIS CONTINUING SERVICES 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: County will assign work on a project-by-project basis. County may enter into continuing services contracts with other contractors who will compete with Contractor to receive individual projects. Contractor will only be paid for projects awarded to Contractor through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. **Contractor acknowledges that a continuing service contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary, Contract Documents**, and the project-specific documents mutually agreed upon in writing (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 the **Contract Amount** to Contractor in accordance with the **Contract Documents** and mutually agreed upon project-specific 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 any part of the Work completed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.



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

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

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 remedy 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 20<sup>th</sup> 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** or the project-specific 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 paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

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

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

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

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

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

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

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

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

**Commercial General Liability**

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

**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.

**Umbrella / Excess Insurance**

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

**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.

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



# FEMA Addendum

## OFFICE OF MANAGEMENT AND BUDGET

### POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **Contract, SOQ #7458-23**, Contract (the “Contract”) between **[contractor]** (“Contractor”), and Boulder County, (the “County”).

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

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

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

### ADDITIONAL FEMA REQUIREMENTS

*[All contracts]*

- i. Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iii. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- iv. No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.
- v. Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**(J)** [All contracts]

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



**(K)** [All contracts]

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

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

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

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

**(L)** [All contracts]

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

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

**(M)** [All contracts]

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

**(N)** [All contracts]

**Civil Rights Requirements**

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

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

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601

et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

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

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

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

#### Assurances of Compliance with Civil Rights Requirements

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

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

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

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

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as

implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**(O)** *[All contracts]*

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

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

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

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

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

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

**(P)** *[All contracts]*

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(Q)** *[All contracts]*

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

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

**(R)** *[All contracts]*

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

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

**(S)** *[All contracts]*

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

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

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

# How to Register a New Entity in SAM.Gov

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## Helpful Information

### What is an Entity?

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

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

### What do I need to get started?

#### Unique Entity Identifier (UEI):

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

#### Taxpayer Identification Number (TIN):

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

#### Login to SAM.gov

1. Navigate to SAM.gov.
2. Select the "Sign In" button in the upper right corner. Select "Accept" to accept the US Government System terms.
3. After selecting "Accept," the system will redirect you to login.gov.
4. Enter your login.gov credentials and select "Sign In." The system may prompt you to enter a one-time security code. (You will receive this code via the authentication method you selected during account creation.)
5. Note: If you do not already have a Login.gov account, please create an account.
6. After signing in, the system will redirect you to your SAM.gov workspace.

#### Start a New Entity Registration in SAM.gov

1. From the Workspace select the "Register Entity" button.
2. Select the "Start Registration" button at the bottom of the registration overview page.
3. Review the Before You Start information and gather all required information needed to complete your registration.
4. Select the "Continue" button to proceed.

5. Complete and submit the online registration. If you have all the necessary information ready, this should take approximately 45 minutes to complete. The time to complete could vary depending on the size and complexity of your registration. Steps to complete the registration follow in the next section.

### **Completing an Entity Registration in SAM.gov**

1. Select your type of entity.
2. If you are registering in SAM.gov to conduct business with the government through contracts, select “I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.”
3. Complete the Core Data section:
  - Validate your UEI information on the page.
  - Enter Business Information (TIN, etc.) This page is also where you create your Marketing Partner Identification Number (MPIN). Remember your MPIN as it will serve as your electronic signature for the IRS Consent to Disclosure of Tax Information on the following page.
  - Enter your CAGE Code if you have one. CAGE codes are tied to your UEI and cannot be reused. If you do not have a CAGE Code for the UEI you are registering, do not worry; we will assign one after your registration is submitted. Foreign registrants must enter their NCAGE Code before proceeding.
  - Enter General Information (business types, organization structure, etc.) about your entity.
  - Provide your entity’s Financial Information, i.e., U.S. bank Electronic Funds Transfer (EFT) Information for federal government payment purposes. Foreign entities do not need to provide EFT information.
  - Answer the Executive Compensation questions.
  - Answer the Proceedings Details questions.
  - Provide your public search authorization. If you choose to limit the users who can search, a federal user will need to be logged in to view your registration.
4. Complete the “Assertions” section:
  - Enter your entity’s goods and services using North American Industry Classification System (NAICS) Codes and Professional Services Council (PSC) codes.
  - Enter your entity’s size metrics.
  - Enter optional Electronic Data Interchange (EDI) information.
  - Enter optional Disaster Response Information.
5. Complete the Representations & Certifications section, which comprises the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions/clauses, Architect-Engineer Responses (SF330 Part II), and the Financial Assistance response page.
6. Complete the Points of Contact (POCs) section:
  - Your Electronic Business POC is essential to the procurement process. Other government systems, such as the CAGE program, will use your government POC to contact you. List someone with direct knowledge of this registration for both of those POCs.
7. Make sure to select “Submit” after your final review.
  - You will receive a Registration Submitted – Confirmation message on the screen. If you do not see this message, you have not submitted your registration.

**How long will it take?**

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

**How do I check the status of an Entity Registration**

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

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