



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

**INVITATION TO BID**  
**COVER PAGE**

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**BID Number:** **7477-23**

**BID Title:** **Boulder Canyon Trail Wall Repair**

**Optional Pre-Bid Meeting:** July 10, 2023 – 10:30AM  
**Microsoft Teams meeting**  
**Join on your computer, mobile app or room device**  
[Click here to join the meeting](#)  
Meeting ID: 213 573 670 438  
Passcode: 9GyfZ8  
[Download Teams](#) | [Join on the web](#)  
**Or call in (audio only)**  
[+1 720-400-7859](tel:+17204007859).,943225942# United States, Denver  
Phone Conference ID: 943 225 942#

**BID Questions Due:** July 11, 2023 – 2:00 p.m.

**Submittal Due Date:** July 20, 2023 – 2:00 p.m.

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

Documents included in this package:

Bid Instructions  
Terms and Conditions  
Specifications  
Insurance and W-9 Requirements  
Submittal Checklist  
Bid Tab Section  
Signature Page  
Sample Contract  
Attachment A: Construction BID Plans



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## **INSTRUCTIONS**

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### **1. Purpose/Background**

Boulder County is seeking bids for the Boulder Canyon Trail Wall Repair near the intersection of SH119 and Fourmile Canyon Drive. The Boulder Canyon Trail is supported by a mechanically stabilized earth (MSE) wall. The existing MSE wall is believed to be approximately 25 years old, and the block facing units are in various states of degradation. At the east (downhill) side of the wall, there is a low point in the trail where the wall is in its poorest condition. It is believed that trail drainage over the wall is the primary cause for the advanced deterioration of the wall at this location. Several facing units have completely eroded, exposing the geogrid reinforcing and granular backfill. Portions of the concrete path slab are currently undermined at this location.

The work will mainly consist of replacing the MSE block facing with a reinforced shotcrete facing and concrete work to improve drainage of the trail area.

Potential bidders are encouraged to visit the site located 250 feet west of milepost 39 on CO 119 (Boulder Canyon Drive) near the intersection of Fourmile Canyon Drive.

**Due to the emergency nature of this project, the proposer should be prepared to begin construction in Fall of 2023.**

### **2. Optional Pre-Bid Meeting**

An Optional Pre-Proposal Meeting will be held on July 10, 2023, at 10:30 a.m., Please click on the link on the cover page or use the call-in number if you wish to attend.

### 3. Written Inquiries

All inquiries regarding this BID 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. **July 11, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **July 13, 2023**.

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

### 4. Submittal Instructions

BIDs are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on July 20, 2023**. A bid opening will be conducted at 3:00 p.m. via Microsoft Teams. Please click on the link below or use the call-in number. A copy of the bid tab will also be sent to all who have submitted a Bid. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 284 350 877 74

Passcode: AsjKdf

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 720-400-7859,,293801969#](#) United States, Denver

Phone Conference ID: 293 801 969#

[Find a local number](#) | [Reset PIN](#)

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

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

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

**Email**     [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **BID # 7477-23** in the subject line.

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

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

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

**Americans with Disabilities Act (ADA)**: Americans with Disabilities Act: If you need special services provided for under the Americans with Disabilities Act (ADA), please contact the Boulder County ADA Coordinator or Human Resources office at (303) 441-3525 as soon as possible to allow sufficient time for service delivery ahead of applicable due dates.



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## **TERMS AND CONDITIONS**

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

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

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

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.
13. Bid Security: Boulder County may require, at its discretion, bid security for construction contracts when the price is expected to exceed \$50,000 and for any other contracts as determined by Boulder County to be in its best interest. Bid security provides assurance to Boulder County that the bidder will, upon award, fulfill its bonding and contracting obligations as required by the instructions to bidders. When bid security is required, as indicated in the instructions to bidders, the following terms apply:
  - Bid security must be for an amount equal to 5 percent of the amount bid, unless otherwise stipulated in the instructions to bidders.

- Bid security must be in the form of a bond, issued by a surety company authorized to do business in Colorado, or a bank cashier's check made payable to Boulder County.
- Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline.
- Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive.
- The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids. Accordingly, after bids are opened, they shall be irrevocable for a period of thirty (30) days.
- If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.
- Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the terms of its winning bid, the contractor's bid shall be rejected and its bid security will be enforced by Boulder County to the extent of actual damages.





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## **SPECIFICATIONS**

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**COLORADO DEPARTMENT OF TRANSPORTATION  
PROJECT SPECIAL PROVISIONS**

**BOULDER CANYON WALL REPAIR**

The *2022 Standard Specifications for Road and Bridge Construction* controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

**Commencement and Completion of Work (Working Days)**

**General Information**

Revision of Section 101 - Definitions and Terms

Revision of Section 104 - Scope of Work

Revision of Section 107 – Protection and Restoration of Property and Landscape

Revision of Section 107 – Legal Relationships and Responsibilities to the Public

Revision of Section 107 – Performance of Safety Critical Work

Revision of Section 208 – Water Quality Control

## **Notice to Bidders**

The proposal guaranty shall be a certified check, cashier's check, or bid bond in the amount of 5% of the Contractor's total bid.

Only bidders pre-qualified in accordance with the Rules for Pre-Qualification, Debarment, Bidding, and Work on Colorado Department of Highways' Road Highways, and Bridge Public Projects, 2CCR 601-10 will be allowed to bid on the Project.

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details with an authorized representative. Prospective bidders shall contact the following authorized representative at least 24 hours in advance of the time they wish to go over the project.

Project Manager

Tonya Luebbert  
Regional Trails Planner  
Boulder County Community Planning & Permitting  
Transportation Planning Division  
Purchasing@bouldercounty.org

The above referenced individual is the only representative with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

**A mandatory pre-bid conference will be held as indicated on the Invitation to Bid.** Bids will be accepted only from pre-qualified bidders.

If the bidder has a question or requests clarification that involves the bidder's innovative or proprietary means and methods, phasing, scheduling, or other aspects of construction of the project, the Project Engineer will direct the bidder to contact the Project Manager directly to address the question or clarification. The Project Manager will keep the bidder's innovation confidential and will not share this information with other bidders.

The Project Manager will determine whether questions are innovative or proprietary in nature. If the Project Manager determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder withdraws the question, the Project Manager will not answer the question and the question will not be documented. If the bidder does not withdraw the question, the question will be answered, and both the question and answer will be posted. If the Project Manager agrees that a question warrants confidentiality, the Project Manager will answer the question, and keep both question and answer confidential. Project Manager will keep a record of both question and answer in their confidential file.

Questions and answers shall be used for reference only and shall not be considered part of the Contract.

Boulder County reserves the right to reject any bid from a Contractor that the County believes is unqualified.

All references to the Colorado Division of Highways, Colorado Department of Transportation, and/or Department or Division shall also mean Boulder County.

COMMENCEMENT AND COMPLETION OF WORK  
(WORKING DAYS)

The Contractor shall commence work under the Contract on or before the 10th day following Contract execution or the 30th day following the date of award, whichever comes later, unless such time for beginning the work is changed by the Chief Engineer in the "Notice to Proceed."

The Contractor shall complete all work **60** working days in accordance with the "Notice to Proceed."

**Section 108** of the Standard Specifications is hereby revised for this project as follows:

**Subsection 108.03** shall include the following:

The Contractor's progress schedule may be a Bar Chart Schedule.

Salient features to be shown on the Contractor's progress schedule are:

- (1) Traffic Control
- (2) Mobilization/ Construction Surveying
- (3) Removals
- (4) Shotcrete Placement
- (5) Site Grading
- (6) Concrete Pavement
- (7) Railing Installation
- (8) Traffic Restoration
- (9) Site Restoration, Seeding, and Cleaning

The Contractor shall participate in the Engineer's review and evaluation of the submittals. Meetings will be required to review progress and plan upcoming activities. Representatives from the Contractor and all active subcontractors shall attend the meetings. Such meetings will be required on a weekly basis at a time to be determined by the Engineer and the Contractor. Meetings will be held at the Boulder County office, or as agreed upon otherwise.

The Contractor shall submit at the weekly progress meetings, a written statement of planned activities for the upcoming week. The Contractor shall provide a twenty-four-hour notice to the Engineer if the Contractor elects to change a planned activity.

Working hours shall be between the hours of 9:00 a.m. and 4:00 p.m., Mondays through Fridays. All work performed by the Contractor or any of his agents shall be accomplished during the established working hours. Neither the Contractor nor his agents shall work outside of the daily working hours without prior approval by the Engineer.

Lane closure not otherwise shown on the plans shall not be allowed unless approved by the Engineer. Any closure shall be performed in accordance with the CDOT Region 4 Lane Closure Strategy document, which can be obtained from the following website: [http://www.coloradodot.info/library/traffic/traffic-manuals-guidelines/lane-close-work-zone-safety/lane-closure-strategies/R4\\_Lane\\_Closure\\_Report.pdf/view](http://www.coloradodot.info/library/traffic/traffic-manuals-guidelines/lane-close-work-zone-safety/lane-closure-strategies/R4_Lane_Closure_Report.pdf/view)

**Subsection 108.10** shall include the following:

The Contractor is responsible for reviewing and understanding plans, specifications and standards. Contractor shall abide by said documents and complete the project accordingly. Additional work and /or materials required to bring work into conformance will be the responsibility of the contractor and shall not add to the cost of the project.

## GENERAL INFORMATION

1. The Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction", 2022 (hereafter referred to as the "Standard Specifications") are made a part of this Contract by this reference, except as revised herein, and are hereby adopted as the minimum Standard Specifications of Compliance for this project. In those instances where the Standard Specifications conflict with any of the provisions of the preceding, the preceding Sections shall govern.
2. The Contractor shall have a copy of the Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction", 2022 on the project site at all times.
3. The Owner reserves the right to change quantities by up to 20% without constituting a material change to the character of the work.
4. If dewatering is required, the Contractor is responsible for obtaining a CDPS-SCP (Colorado Discharge Permit System - Stormwater Construction Permit) from the CDPHE (Colorado Department of Public Health) prior to construction.
5. A Stormwater Quality Permit (SWQP) from Boulder County is required for construction activity resulting in the following total disturbed area:
  - a. One acre or more; or
  - b. Less than one acre, if construction activity is part of a larger common plan of development, even if multiple, separate, and distinct land development activities may take place at different times on different schedules, so long as the common plan will ultimately disturb one acre or more.
  - c. Within 100 feet of a watercourse or wetland.

Boulder County requires a stormwater quality permit regardless of the size of the total disturbed area, in conjunction with approval of a final subdivision plat, special use permit, or other site specific development plan under this Code, or if the construction activity is adjacent to a watercourse or wetlands. For more information, refer to the Boulder County Community Planning & Permitting Department (CODE) website: <https://www.bouldercounty.org/property-and-land/land-use/planning/land-use-code/>.

6. CDOT Special Use Permit, Boulder County Floodplain Development Permit, and Boulder County Building Permit will be obtained prior to Notice to Proceed.
7. The Contractor is responsible to obtain any additional permits, license and/or certification required by County or State agencies required to complete the work included in the Contract Documents.

REVISION OF SECTION 101  
DEFINITIONS AND TERMS

Certain terms utilized in the 2022 edition of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

**Section 101** of the Standard Specifications is hereby revised for this project as follows:

**Subsection 101.28:** “Department” shall mean Boulder County, Colorado.

**Subsection 101.29:** “Engineer” shall mean County Engineer, Boulder County, Colorado or designated representative.

**Subsection 101.36** Holidays shall include: Additional holidays recognized by Boulder County are:

President’s Day  
Election Day (Even years)  
Day after Thanksgiving Day  
Christmas Eve, Starting at Noon, if falls on Monday through Thursday  
New Year’s Eve Day, Starting at Noon, if falls on Monday through Thursday

**Subsection 101.39:** “Laboratory” shall mean Boulder County, Colorado or their designated representative.

**Subsection 101.51:** “Project Engineer” shall mean Boulder County’s duly authorized representative who may be a Boulder County or an employee of a consulting engineer (consultant) under contract to Boulder County.

**Subsection 101.51 (a):** “CDOT Project Engineer” shall be replaced with “Project Engineer” within these specifications. When these documents reference a CDOT engineer, this reference shall be construed to mean Project Engineer.

**Subsection 101.51 (b):** shall be replaced with the following:

*“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 the Project Engineer in accordance with the scope of work in the consultant’s contract with Boulder County. The Consultant Project Engineer is not authorized to approve Contract Modification Orders.”*

**Subsection 101.58** “Region Transportation Director” shall mean Boulder County Engineer, Boulder County, Colorado or designated representative.

**Subsection 101.76** “State” shall mean Boulder County, Colorado (where applicable).

**REVISION OF SECTION 104  
SCOPE OF WORK**

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

**Subsection 104.01 Intent of Contract** shall include the following:

Boulder County has funding to repair the failing retaining wall located adjacent to CO119 at Fourmile Canyon Drive. The retaining wall supports a “spur” section of the Boulder Canyon Trail that connects to Fourmile Canyon Drive. This section of the trail will be closed to pedestrians/cyclists during construction. Pedestrian maintenance of traffic will be per plan requirements unless approved otherwise. Staging will be allowed within the parking lot immediately west of the project site, as shown on the plans.

**REVISION OF SECTION 107  
PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

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

**Subsection 107.12** shall include the following:

In accordance with Section 107.12, The Contractor shall protect existing riparian, wetlands and other existing vegetation, except for those that must be removed to accommodate construction of the project. The Contractor shall use BMP's to protect specific areas of vegetation in the field as shown in the plans or as directed by the Engineer.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the Engineer for approval prior to vegetation removal or any damaging activity. Damaged or destroyed fenced trees, shrubs, or wetlands, which could have been saved, shall be replaced at the expense of the Contractor.

If the fencing or erosion control devices are knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until they are repaired to the Engineer's satisfaction at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

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 107.06** shall be revised to include the following:

The Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Rules and Regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA) and as amended).

All facilities and work conditions shall comply with Colorado and local Health Department Regulations and with OSHA requirements.

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

Access to businesses and all bus stop facilities (including, but not limited to, bike racks, bike lockers, accessible ramps, bikeways) shall be maintained at all times.

**Subsection 107.15** shall be revised to include the following:

All insurance policies in this section shall name Boulder County.

**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, parking lots, or private property.

**Subsection 107.17 (a)** insurance amounts shall be replaced (when applicable) as follows:

Bidders attention is called to the requirements for insurance, specified in the Contract. These shall also include the following minimums:

- **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.
- **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.



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

REVISION OF SECTION 107  
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your bid in the form of a sample certificate.

Certificates of insurance, showing Boulder County as additional named insured, will be required within ten (10) days of award of Contract. Said certificates shall provide for 30 days written notice of cancellation, termination or material change to Boulder County.

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

**Public Involvement by Contractor.** The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

- a) The Contractor, at the preconstruction meeting, shall designate a project contact person. This individual shall be primarily responsible for maintaining communications with the Engineer; provide information on a regular basis to private individuals, local organizations interested in the project and the affected agencies. The below listed agencies, at a minimum, shall be coordinated with an ongoing basis and coordination shall be included in the cost of the work:
  - Boulder County Sheriff Department
  - Other Emergency providers servicing this area
  - Boulder County Public Works Department, Public Information Officer, Andrew Barth, 303-441-1032

REVISION OF SECTION 107  
PERFORMANCE OF SAFETY CRITICAL WORK

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

**Add subsection 107.061** immediately following subsection 107.06 as follows:

**107.061 Performance of Safety Critical Work.** The following work elements are considered safety critical work for this project:

- (1) Removal of existing wall facing blocks
- (2) Shotcrete placement

The Contractor shall submit, for record purposes only, an initial detailed construction plan that addresses safe construction of each of the safety critical elements. When the specifications already require an erection plan, a bridge removal plan, or a removal of portion of bridge plan, it shall be included as a part of this plan. The detailed construction plan shall be submitted two weeks prior to the safety critical element conference described below. The construction plan shall be stamped “Approved for Construction” and signed by the Contractor. The construction plan will not be approved by the Engineer.

The Construction Plan shall include the following:

- (1) Safety Critical Element for which the plan is being prepared and submitted.
- (2) Contractor or subcontractor responsible for the plan preparation and the work.
- (3) Schedule, procedures, equipment, and sequence of operations, that comply with the working hour limitations
- (4) Temporary works required: falsework, bracing, shoring, etc.
- (5) Underground, above grade, and overhead utilities identification and protective steps taken.
- (6) Communication plan as necessary with stakeholders media and the public.
- (7) Additional actions that will be taken to ensure that the work will be performed safely.
- (8) Names and qualifications of workers who will be in responsible charge of the work:
  - A. Years of experience performing similar work
  - B. Training taken in performing similar work
  - C. Certifications earned in performing similar work
- (9) Names and qualifications of workers operating cranes or other lifting equipment
  - A. Years of experience performing similar work
  - B. Training taken in performing similar work
  - C. Certifications earned in performing similar work
- (10) The construction plan shall address how the Contractor will handle contingencies such as:
  - A. Unplanned events (storms, traffic accidents, etc.)
  - B. Structural elements that don't fit or line up
  - C. Work that cannot be completed in time for the roadway to be reopened to traffic
  - D. Replacement of workers who don't perform the work safely
  - E. Equipment failure
  - F. Other potential difficulties inherent in the type of work being performed
  - G. Other potential difficulties inherent in the type of work being performed.
- (11) Name and qualifications of Contractor's person designated to determine and notify the Engineer in writing when it is safe to open a route to traffic after it has been closed for safety critical work.

REVISION OF SECTION 107  
PERFORMANCE OF SAFETY CRITICAL WORK

A safety critical element conference shall be held two weeks prior to beginning construction on each safety critical element. The Engineer, the Contractor, the safety critical element subcontractors, and the Contractor's Engineer shall attend the conference. Required pre-erection conferences or bridge removal conferences may be included as a part of this conference.

After the safety critical element conference, and prior to beginning work on the safety critical element, the Contractor shall submit a final construction plan to the Engineer for record purposes only. The Contractor's Engineer shall sign and seal temporary works, such as falsework, shoring etc., related to construction plans for the safety critical elements, (1) Work beneath existing bridge structure, including grout injection and soil nails, (2) Removal of bridge, and (3) Temporary works: falsework, shoring that exceeds 5 feet in height, cofferdams, and temporary bridges. The final construction plan shall be stamped "Approved for Construction" and signed by the Contractor.

The Contractor shall perform safety critical work only when the Engineer is on the project site. The Contractor's Engineer shall be on site to inspect and provide written approval of safety critical work for which he provided signed and sealed construction details. Unless otherwise directed or approved, the Contractor's Engineer need not be on site during the actual performance of safety critical work but shall be present to conduct inspection for written approval of the safety critical work.

When ordered by the Engineer, the Contractor shall immediately stop safety critical work that is being performed in an unsafe manner or will result in an unsafe situation for the traveling public. Prior to stopping work, the Contractor shall make the situation safe for work stoppage. The Contractor shall submit an acceptable plan to correct the unsafe process before the Engineer will authorize resumption of the work.

When ordered by the Engineer, the Contractor shall remove workers from the project that are performing the safety critical work in a manner that creates an unsafe situation for the public in accordance with subsection 108.05.

Should an unplanned event occur, or the safety critical operation deviate from the submitted plan, the Contractor shall immediately cease operations on the safety critical element, except for performing any work necessary to ensure worksite safety, and provide proper protection of the work and the traveling public. If the Contractor intends to modify the submitted plan, he shall submit a revised plan to the Engineer prior to resuming operations.

All costs associated with the preparation and implementation of each safety critical element construction plan will not be measured and paid for separately but shall be included in the work.

Nothing in the section shall be construed to relieve the Contractor from ultimate liability for unsafe or negligent acts or to be a waiver of the Colorado Governmental Immunity Act on behalf of the Department.

REVISION OF SECTION 107  
PERFORMANCE OF SAFETY CRITICAL WORK

**Subsection 107.24, Air Quality Control**, 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:

- 1) Emissions standards:
  - a. Optimally, electric or hybrid powered equipment or vehicles will be used on all projects.
  - b. Equipment engines shall be compliant with the most recent Environmental Protection Agency (EPA) requirements.
  - c. Contractors are required to maintain a minimum emissions level for diesel fueled equipment at a Tier 3 level.
  - d. 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.
  - e. 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.

REVISION OF SECTION 208  
WATER QUALITY CONTROL

**Section 208** of the Standard Specification is hereby revised for this project as follows:

**Subsection 208.01** shall include the following:

If required for dewatering, the Contractor shall obtain a CDPS-SCP (Colorado Discharge Permit System – Stormwater Construction Permit) from the CDPHE (Colorado Department of Public Health) prior to construction.

The Contractor will be required to provide an ECS (Erosion Control Supervisor) for the project per subsection 208.03(c).

It is the Contractor's responsibility to familiarize himself with the CDPS-SCP permit requirements and adhere to these requirements for the duration of the project.

**Subsection 208.03** shall include the following:

Prior to construction the Contractor shall implement erosion control measures in accordance with the approved schedule and SWMP Plan.

When additional BMPs are required, the Contractor shall implement the additional BMPs and the ECS shall record and describe them on the SWMP site map. Additional BMPs will be measured and paid for in accordance with subsections 208.07 and 208.08.

**Subsection 208.03(c)**, first paragraph, shall include the following:

The ECS shall act as the Stormwater Management Plan (SWMP) Administrator on the project. The SWMP Administrator shall be responsible for oversight of the implementation, maintenance, and revision of the SWMP for the duration of the project. The ECS shall read, be familiar with, and use the information provided in the CDPS-SCP.

Delete subsection 208.03(c), item (4) and replace with the following:

- (4) Inspect and record the stormwater management system at least every 14 calendar days. Post storm event inspections must be conducted within 24 hours after any precipitation or snow melt event that may cause surface erosion. If no construction activities will occur following a storm event, post-storm event inspections shall be conducted prior to commencing construction activities, but no later than 72 hours following the storm event. The occurrence of any such delayed inspection must be documented in the inspection report. Recorded inspections still must be conducted at least every 14 calendar days; a time span greater than 14 calendar days is a violation of the CDPS-SCP.

The project is subject to inspections by CDPHE, and Boulder County at any time. If CDPHE or Boulder County reviews the project site and requires additional measures to prevent and control erosion, sediment or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures.

-2-  
REVISION OF SECTIONS 208  
WATER QUALITY CONTROL

**Subsection 208.03(c)**, second paragraph shall include the following:

- (8) The ECS shall amend the SWMP whenever there are: additions, deletions, changing locations of BMPs. Specifically, amendments shall include the following:
  - (1) A change in design, construction, operation or maintenance of the site, which would require the implementation of new or revised BMPs; or
  - (2) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
  - (3) Changes when BMPs are no longer necessary and are removed.
- (9) All inspection and maintenance activities or other repairs shall be documented by the ECS and kept on the project site.
- (10) The ECS shall keep accurate and complete records; this is a requirement of the Stormwater Construction Permit; enforcement action, including fines could result if records are not adequate.

The Permittee shall report to CDPHE Water Quality Division the following instances of noncompliance:

- (1) Any noncompliance, which may endanger health or the environment;
- (2) Any spills or discharge of hazardous substance or oil, which may cause pollution of the waters of the state;
- (3) Any discharge of stormwater, which may cause an exceedance of a water quality standard.

For all instances of noncompliance based on environmental hazards and chemical spills and releases, all needed information shall be provided orally to the Colorado Department of Public Health and Environmental spill reporting line within 24 hours from the time the Permittee becomes aware of the circumstance. For all instances of noncompliance identified here, a written submission shall also be provided within five calendar days of the time the Permittee becomes aware of the circumstances. The written submission shall contain a description of:

- (1) The noncompliance and its cause;
- (2) The period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue;
- (3) Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

After measures have been taken to correct any problems and recorded, or where a report does not identify incidents of noncompliance, the report shall be signed indicating the site is in compliance.

A Boulder County Representative will complete an inspection for proper BMP installation and function in accordance with the SWMP plans and Boulder County Stormwater Quality Permit and report every 45 days.

REVISION OF SECTIONS 208  
WATER QUALITY CONTROL

**Subsection 208.06** shall include the following:

Failure to implement the Stormwater Management Plan puts the project in automatic violation of the CDPHE – SCP. Penalties may be assessed to the Contractor by the appropriate agencies. All fines assessed to Boulder County for the Contractor’s failure to implement the SWMP shall be deducted from moneys due the Contractor in accordance with subsection 107.25(c) 2.





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

## **INSURANCE AND W-9 REQUIREMENTS**

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### **PAYMENT & PERFORMANCE BONDS**

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

### **INSURANCE REQUIREMENTS**

#### **i. Commercial General Liability**

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

#### **ii. Automobile Liability**

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

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

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

#### **iv. Umbrella / Excess Insurance**

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

#### **v. Pollution Liability**

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

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

**b. 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**

**\*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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[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

**THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE:** Bidder will answer Yes or No indicating compliance:

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



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**BID TAB**

**BOULDER COUNTY**  
**BOULDER CANYON TRAIL WALL REPAIR**

Base Bid					
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL UNITS	UNIT PRICE	TOTAL PRICE
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	7		\$
202-00450	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (CLASS 1)	SY	181		\$
207-00702	TOPSOIL (OFF-SITE) (6" THICK)	CY	62		\$
208-00002	EROSION CONTROL LOGTYPE 1 (12 INCH)	LF	482		\$
208-00045	CONCRETE WASHOUT STRUCTURE	EA	1		\$
208-00207	EROSION CONTROL MANAGEMENT	DAY	10		\$
210-01000	RESET FENCE	LF	268		\$
212-00006	SEEDING (NATIVE)	ACRE	0.10		\$
216-00101	SOIL RETENTION BLANKET (STRAW-COCONUT) (PHOTODEGRADABLE CLASS 1)	SY	351		\$
506-00209	RIPRAP (9 INCH)	CY	5		\$
601-03050	CONCRETE CLASS D (WALL)	CY	8		\$
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	1669		\$
607-11525	FENCE (PLASTIC)	LF	268		\$
609-24100	GUTTER TYPE 2 (VARIABLE)	LF	14		\$
630-00016	TRAFFIC CONTROL (SPECIAL)	LS	1		\$
641-10000	SHOTCRETE	SY	181		\$
<b>TOTAL ESTIMATE BASE BID COST</b>					
Bid Alternative #1					
202-00420	REMOVAL OF PEDESTRIAN RAIL	LF	268		\$
514-01040	BIKEWAY RAILING (STEEL)	LF	268		\$
<b>TOTAL ESTIMATE BASE BID MINUS 210-01000 RESET FENCE PLUS ALTERNATE #1 COST</b>					

Enclosed herewith is the required bid bond (AIA Doc A310 or similar document) in the amount of five percent (5%) (\$ ) which the bidder agrees to be forfeited to and become the property of the County of Boulder as liquidated damage should this proposal be accepted and a Contract be awarded to him and he fails to enter into a Contract in the form prescribed and to furnish the required bonds and insurance within ten days upon his signing the Contract and delivering the approved bonds. In submitting the bid it is understood that the right is reserved by the County of Boulder to reject any and all bids.



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**SIGNATURE PAGE**

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

**By signing below I certify that:**

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

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

\_\_\_\_\_  
**Date**

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

# BOULDER COUNTY SAMPLE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

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

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

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

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

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

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



obligations herein.

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

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

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

13. Termination

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

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

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

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

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

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

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

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

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

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

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

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

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

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

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

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete

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

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

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 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**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for insuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Contractor shall promptly notify County if any drawings or specifications are at variance with any laws, regulations, ordinances, or codes. If Contractor performs any Work contrary to such laws, regulations, ordinances, or codes, Contractor shall bear all costs arising therefrom. County approval of the Work or any aspect of Contractor's performance, such as drawings, specifications, plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

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

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

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

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

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

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

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

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

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY

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

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

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

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

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

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

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

48. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this provision. HVAC, roofing, and general contractors must be licensed through Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to County prior to Contractor beginning the Work.

49. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also

be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Contractor must comply with the requirements of MS4 permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

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

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

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

53. Geographic Information System (GIS) Data: Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the County.

b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wpcontent/uploads/2018/03/metadata-standards-contractors.pdf>

c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary.

d. All spatial or georeferenced data will be provided to the county in the following coordinate system:

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

ii. Unit:  
Foot US

iii. Projection:  
Lambert Conformal Conic

iv. Horizontal Datum:  
North American Datum 1983 HARN

v. Vertical Datum:  
North American Vertical Datum 1988

vi. Spheroid:  
GRS 1980

e. Contractors are responsible for capturing section corners or quarter corners for specific projects to be added into the Public Land Survey System (PLSS) project for updating the section corners, Contractors shall provide high-accuracy PLSS monument coordinates for each corner section

or quarter corner section monument used as control points or that occur within the project area ("putting it on the cap") as is reasonable, depending on the difficulty to access the point. All positions to be collected shall be required to use (at a minimum) the Real-Time Kinematic (RTK) method.

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

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

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

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

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

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

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

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

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

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

d. Deductible: Any and all deductibles contained in any insurance policy shall be

assumed by and at the sole risk of Contractor.

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

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

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

**i. Commercial General Liability**

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

**ii. Automobile Liability**

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

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

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

**iv. Umbrella / Excess Insurance**

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

**v. Pollution Liability**

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

**[Signature Page to Follow]**



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

<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:			