



**Boulder County Purchasing  
1325 Pearl Street  
Boulder, CO 80302**

**SOLICITATION OF QUALIFICATIONS  
COVER PAGE**

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Federal Project Number:	STU C070-088
CDOT Subaccount Number:	23386
SOQ Number:	<b>7173-20</b>
SOQ Title:	<b>SH 119 Bikeway 100% Design</b>
Optional Pre-proposal Teams Video Conference Meeting:	September 29, 2020 – 2:00 p.m. <a href="#">Join Microsoft Teams Meeting</a> <a href="#">+1 720-400-7859</a> United States, Denver (Toll) Conference ID: 796 491 907#
SOQ Questions Due:	October 1, 2020 – 2:00 p.m.
Submittal Due Date:	October 19, 2020 – 2:00 p.m.
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Scope of Work Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Sample Contract



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

## **PROPOSAL INSTRUCTIONS**

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

Boulder County (the County) is seeking to hire a Civil Engineering firm who is prequalified with The Colorado Department of Transportation (CDOT) to prepare preliminary and final design plans, structure plans, subsurface utility engineering, drainage analysis, and environmental permitting and other items as appropriate to develop construction documents for the State Highway 119 (SH 119) Bikeway (SH 119 Bikeway). For the purpose of this SOQ the Bikeway extends from 47<sup>th</sup> Street in Boulder to Airport Road, an approximate distance of 7.6 miles. The path will be in CDOT right of way and adjacent to, or within the median of, State Highway 119. There are future plans to extend the Bikeway further into Longmont. If additional funding is obtained, the additional design may be added to the scope of work. The purpose of the Bikeway is to provide a hard surface bicycle and pedestrian path that can be maintained year-round along SH 119.

The 119 Bikeway project includes approximately six underpasses, seven pedestrian bridges, seven at-grade crossings, five path connections and five roadway connections. The 119 Bikeway will provide an important bicycle and pedestrian connection between the City of Boulder and the City of Longmont, and the communities in between. This project supports the County's goal of connecting communities within the County with off-street multiuse paths that are Americans with Disabilities Act (ADA) compliant.

Concurrently, the Colorado Department of Transportation (CDOT) will be completing design of corridor improvements for the SH 119 roadway including improvements and solutions for increased capacity, safety, and transit facilities.

This project area is the same area covered by the RTD [SH 119 Planning and Environmental Linkage](#) (PEL) Study that was completed and approved by Federal Highway Administration and Federal Transit Administration in 2019, and includes the vision for SH 119, including regional Bus Rapid Transit (BRT), managed express lanes, and a commuter bikeway.

In July of 2019, the Colorado Department of Transportation released the SH 119 Bicycle and Pedestrian Connectivity Study for the SH 119 Bikeway (The Study). The study has two parts: the [Concept Plan](#),

located in and the [Basis of Design Memo](#). The Study was a companion piece to the [Bus Rapid Transit \(BRT\) study](#) led by the Regional Transportation District (RTD).

The design for the Bikeway must be compatible with the forthcoming Roadway and Transit Design improvements. This includes coordination of location of BRT infrastructure in relation to the Bikeway, Park-and-Rides, underpasses, and other connections. CDOT is leading the Roadway and Transit design project. The Consultant for the Bikeway project will be expected to work closely with CDOT and its Consultant(s) to ensure design compatibility of the Bikeway with the Roadway and Transit project. It is also anticipated that certain design requirements may be combined with the Roadway and Transit Design project, including survey and some permitting. The Consultant will also need to coordinate with the first and final mile study led by Commuting Solutions, which is currently in progress.

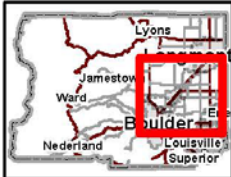
Although the County is leading the design of the Bikeway project, the project will be in the CDOT right-of-way. The Bikeway project must comply with CDOT's design standards and criteria, and all draft deliverables will be reviewed by CDOT and the County. In addition, the Bikeway project is funded with federal funds and must meet all federal requirements. The project survey work will be required to be tied into CDOT's High Accuracy Reference Network Station stations (HARN). Some trail connections may tie into the City of Boulder or City of Longmont's trail systems. Therefore, their design standards may need to be incorporated as well.



■■■ Proposed Bikeway

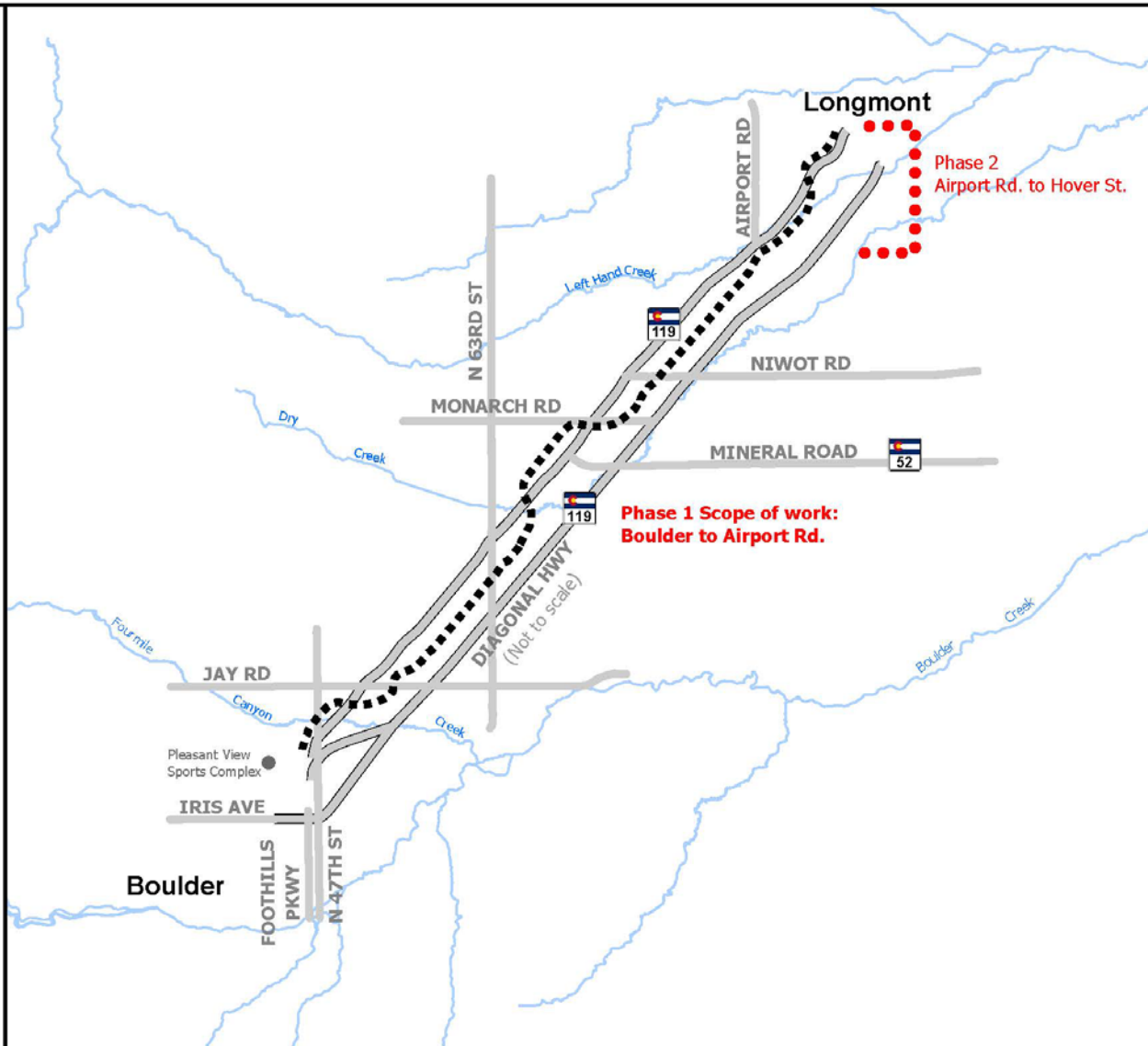


Area of Detail Date: 9/17/2020



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wtodacheene



Phase 1 Scope of work: Boulder to Airport Rd.

Phase 2 Airport Rd. to Hover St.

### **Design Goals:**

Success of the SH 119 Bikeway will be determined based on how well the design meets the goals of the project. The SH 119 Bikeway should:

- Be compatible with the goals and actions identified in Boulder County's Transportation Master Plan (TMP)
- Ensure safety for all modes
- Enhance County identity as a place that is welcoming to active transportation
- Provide a direct, low-stress and safe bicycling and walking connection between Longmont and Boulder
- Provide a cost-effective transportation option
- Provide cyclists safer connectivity, thus reducing vulnerable road user fatalities and help to meet the County Vision Zero goal
- Increase travel options
- Provide a quality facility that minimizes maintenance costs
- Protect safety of workforce and public
- Be accessible by all ages and abilities
- Designed using national and international best practices
- Consider potential future technologies in the design, such as increased use of electric bicycles

### **2. Written Inquiries**

All inquiries regarding this Solicitation of Qualifications (SOQ) will be submitted via email to the County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before **2:00 p.m. October 1, 2020**. A response from the county to all inquiries will be posted and sent via email no later than the end of business on **October 7, 2020**.

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

### **3. Submittal Instructions**

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on October 19, 2020**.

**Please note that emails are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**      [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **SOQ # 7173-20** in the subject line.

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

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

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



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## **TERMS AND CONDITIONS**

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

proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Any information that will be included in any resulting contract cannot be considered confidential. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary.**

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.





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## **SCOPE OF WORK**

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The awarded Consultant will develop preliminary and final bikeway and structure design plans, construction documents and obtain permits to construct a concrete bicycle and pedestrian facility along SH 119. The scope of work for this SOQ is for the section of the bikeway between Boulder and Airport Road (Station 100+00 to approximately Station 500+50 on the Concept Plans).

This work will conform to the parameters articulated in the CDOT Standard Specifications for Road and Bridge Construction, American Association of State Highway Transportation Officials (AASHTO) “A Policy on Geometric Design of Highways and Streets”, AASHTO “Roadside Design Guide”, the National Association of City Transportation Officials (NACTO), the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State, Federal and Local guidelines including [the County’s Multimodal Transportation Standards](#). Some trail connections may tie into the City of Boulder or City of Longmont’s trail systems. Therefore, their design standards may need to be incorporated as well.

The final construction documents will be used to construct the project once funding is identified for construction.

The scope of work includes pedestrian and bicycle improvements at intersections and at BRT Stations along the corridor. In addition, the design should include ADA compliant bike and pedestrian facility connections and traffic control modifications as appropriate. The Disadvantaged Business Enterprise (DBE) goal for this SOQ is set at zero percent.

### **Boulder County and CDOT Oversight:**

The County will conduct reviews of contract submittals to determine the extent to which contract requirements are being met by the work products, and ultimately to provide CDOT with the necessary confidence for acceptance. The Consultant shall review the County’s and CDOT’s comments on submitted work products, provide a written response utilizing the medium in which these comments were provided, and implement corrective actions as required. County and CDOT design review comments will be recorded. However, these reviews are not intended to replace the Consultant’s own quality assurance/quality control activities.

### **Stakeholder Coordination**

There are multiple stakeholders that will be impacted by the Bikeway project that will be providing input on the project. The Consultant should anticipate that a design which affects an agency will have to be accepted by that agency prior to its acceptance by CDOT and Boulder County. Submittals to affected agencies will be coordinated with the County.

The Scope of Work includes the following major tasks with specific items and conditions:

Task 1 - Data Collection

Task 2 – Preliminary Design

Task 3 – Final Design

Task 4 – Project Coordination and Meetings

### **Task 1 - Data Collection**

**Field inventory:** generate a photo log of the existing facilities, roadways, concerns, features, or any other subject matter that is appropriate and useful for the project design and implementation.

**Establish Project Design Criteria:** The design criteria should confirm the goals of the project based on CDOT Standards and County Multimodal Standards.

**Existing Conditions Mapping:** It is anticipated that the topographic survey that CDOT will complete for the Roadway and Transit Design project will provide most of the survey data necessary for the Bikeway project. The Bikeway Consultant should prepare existing conditions mapping based on topographic survey provided by CDOT. It is anticipated that the topographic survey data provided by CDOT will include Right-of-Way mapping in areas that are close to the edge of the CDOT Right-of-Way, property lines, existing easements, existing structures, utility locations, roadways, trees, and other features within the project corridor. The Consultant should assume some supplemental survey will be required including culvert inverts, creek cross sections for hydraulic modeling, and subsurface utility locations.

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

Develop utility plan sheets and a utility conflict matrix based on preliminary plans for the entire corridor to identify opportunities to avoid or minimize utility relocations. The Consultant will also be responsible for notifications and coordination with respective utility agencies to coordinate relocations if needed.

**Environmental Data Collection:** The Consultant will collect field data as needed to assess the environmental concerns within the project area. This data will be used to determine what environmental permitting and process will be required for the project.

**Traffic Data:** CDOT has contracted CDM Smith and Apex to work on a Traffic Alternatives Analysis Study for the SH 119 roadway. The scope includes:

- Perform traffic analysis of alternatives and estimate user-delay costs for each alternative
- Perform preliminary life-cycle cost analysis (LCCA) of each alternative
- Existing Conditions Safety Analysis and Future Alternatives Safety Analysis
- Develop a report summarizing these analyses

- Support selection of preferred alternative
- Existing conditions
- Confirmation that lower traffic volumes due to COVID are taken into account

The Consultant for the Bikeway project should utilize traffic data gathered for traffic analysis for the Roadway and Transit project where applicable. Minor supplemental traffic data collection and updates are anticipated and should be identified by the Consultant, as well as input from County staff and other stakeholders.

**Right-of-Way and Ownership Map:** Consultant will work in coordination with CDOT to share data and determine if an ownership map is required.

**Geotechnical Information:** Conduct field sampling of soils along the project corridor by drilling test hole locations where new structures are anticipated for the new bikeway, bicycle and pedestrian underpasses, and major drainage structures. Data from the test holes will be utilized for bikeway pavement design, excavation conditions, and design of structures.

## **Task 2- Preliminary Design**

**Reports:** Trail pavement recommendations, and structural recommendations for culverts, structures, and underpasses. Geotechnical report, utility report, hydrologic/hydraulic report. Minor supplemental traffic data collection.

**Validate and confirm bikeway alignment for the project corridor:** Finalize engineering analysis and alignments. Final alignment should be compatible with Roadway and Transit design elements and should be determined based on stakeholder input. Consultant should also evaluate and make recommendations for alignment in areas where the Study shows options for underpasses vs. at-grade options at intersections. Validation of the recommended alignment outlined in the Study, including a determination of the final alignment in locations where there are recommended alignment alternatives outlined in the Study.

### **Preliminary Bikeway Plans:**

- Prepare preliminary bikeway plans including title sheet, summary of approximate quantities, general notes, existing topography and utilities, subsurface utility engineering report, survey control sheet, plans, profiles, grading/drainage plans, typical sections, cross sections locations of utilities, Roadway and Transit Design improvements and any other details needed for the preliminary design.
- Prepare preliminary opinion of probable construction cost.
- Submit reproducible 11"x17" plan sheets, reports, and the engineer's cost estimate in pdf and Excel format.

**Preliminary Traffic Engineering:** Review potential impacts of bikeway improvements and connections at the intersections along SH 119.

- Traffic Study: evaluate automobile, pedestrian, and bicycle use and safety within the bikeway corridor, and levels of service and automobile interactions at intersections and crossings. Include signal actuation for bicycles in this analysis.

- An analysis to determine crossing treatments at unsignalized intersections at at-grade crossings where bicyclists will be crossing motor vehicle traffic.
- Preliminary traffic signal plans for modifications required to safely accommodate pedestrian and bike traffic.
- Review of potential impacts of bikeway improvements and connections at the intersections along SH 119.
- Determination of required bikeway signing and wayfinding signing to and from the bike route.
- Assessment of railroad crossing feasibility and safety for bicyclists accessing the bikeway from the east side of the BNSF railroad. Coordinate with railroad representatives to determine support for different options.

The scope of work includes pedestrian and bicycle improvements at intersections and at BRT Stations along the corridor to make ADA compliant connections to existing bike and pedestrian facilities and modify any traffic signals with ADA compliant pedestrian pushbuttons and traffic signal heads, as appropriate. These locations include:

- Jay Road
- 55th Street
- 63rd Street
- Mineral Road (SH 52)/IBM Drive
- Monarch Road
- Niwot Road
- Airport Road/Ogallala Road

**Environmental Permitting:** Prepare environmental documents as required including but not limited to hazardous waste assessment, threatened/endangered species, prairie dog control, wetlands assessment and delineation, 404 permitting, noxious weeds, stormwater discharge permit and wetlands mitigation/banking, and any additional permitting/clearances which may be required by agencies including those required by the Boulder County Land Use Code and open space agencies to complete the project along with the associated costs. The [SH119 Multi-Modal Planning and Environmental Linkages Study](#) includes evaluation of the anticipated environmental permitting needs for this project. The Consultant will work with CDOT and the appropriate federal agencies to determine the applicable level of NEPA analysis required. For the purposes of response to this submittal, Boulder County is anticipating that a Categorical Exclusion level (CatEx) of analysis will likely be required.

Prepare documents in accordance with the requirements of the current federal and state regulations including the National Environmental Policy Act of 1969 (NEPA). For NEPA documentation the project will likely qualify as a Programmatic Categorical Exclusion. Work should include all preparation and submittal of required documents.

The following is a list of expected processes that will need to be confirmed by the Consultant.

- Wetland Determination: Conduct an initial wetlands assessment. If it is determined that wetlands exist within the project area, a wetland delineation shall be conducted according to the guidelines outlined in the 1987 Corps of Engineers (Corps) Wetland Delineation Manual.

- US Army Corps of Engineers 404 Permit: Determine if a section 404 permit is required. If a Section 404 permit is required, Consultant will complete the documentation necessary to obtain the permit, including preparation of a mitigation plan.
- Migratory Birds: Surveys and assessments will be conducted for all migratory birds that could potentially occur within the project site and affected by the project. This can include removal of trees, work on bridges or other structures, clearing and grubbing of vegetation, etc.
- Historic Preservation: Comply with Section 106 of the National Historic Preservation Act. The Consultant responsible for these tasks must meet the Secretary of the Interior’s Professional Qualifications Standard for historians and/or architectural historians.
- Weed Control: Identify all noxious weeds within the construction area (any disturbed areas). If noxious weeds are abundant and/or can be spread during construction a management plan for both control and treatment activities would be needed.
- Hazardous Waste: Hazardous Waste (ISA) – Conduct an initial site assessment to determine if any hazardous materials may exist in the project area.
- Threatened or Endangered Species Assessment: Review and conduct an initial threatened or endangered species assessment (USFWS IPaC) for all Federal and State listed T&E species that could potentially occur in or be affected by the project. This should include the five species that occur downstream of the project site along the South Platte River.
- Compliance with Senate Bill 40 as applicable.

Compliance with historic and non-historic 4(f) and 6(f) documents with review by CDOT and submittal by CDOT to FHWA. This includes any mitigation.

CDOT will perform:

- Archeology assessments and/or surveys
- Paleontology assessments and/or surveys

**Preliminary Landscaping Plans:** Design minor landscaping improvements along bikeway corridor. Landscaping elements may include occasional plantings in targeted areas, 2-3 “rest areas” (benches and plantings), and minor landscaping treatments at underpasses.

**Preliminary Lighting Plans:** This work will conform to the parameters articulated in the [CDOT Lighting Design Guide](#).

**Preliminary Drainage Plans and Report:** The project will require a preliminary drainage report including hydrology and hydraulics and proposed drainage improvements. Conduct field reconnaissance to verify the existing drainage system and basins tributary to the project area. It is anticipated that the existing drainage system will be maintained for this project with new drainage crossings designed according to CDOT and/or local jurisdiction criteria, whichever is more restrictive or as agreed to by project stakeholders. The project will also require a report addressing the hydrology and hydraulics within and affecting the project, including sizing of drainage structures.

**Floodplain Development Permitting and CLOMR:** Determine the requirements during the preliminary design phase and proposals should include expertise in hydrology/hydraulics. The CLOMR process will be included as a potential additional service in the contract.

There are three FEMA regulated floodplains in the project area: Fourmile Canyon Creek, Dry Creek, and Lefthand Creek. Floodplain development permits may be needed for the project. Anticipated floodplain impacts include, Fourmile Canyon Creek just north of the Foothills Parkway (SH 157) and SH 119 intersection and Lefthand Creek just west of SH 119 at Airport Road. The project goal is to create no rise in any floodplain.

**Stormwater Quality Plans:** A County Stormwater Quality Permit will be required for this project and will be obtained by the Contractor. The Consultant shall prepare the Stormwater Quality Plan for construction in accordance with County, State, and other municipal requirements. A portion of the project is within the County's Municipal Separate Storm Sewer System (MS4) area. Permanent control measures may be required.

**Preliminary Structural Engineering and Structure Selection Report:** Structures for the project are anticipated to be pedestrian bridges or concrete box culverts. Preliminary design will include a structure selection report and a structure layout sheet for each structure. Prepare a report describing the alternatives considered and recommended structure selected for each underpass or major structure. Bicycle/pedestrian bridges or box culverts are anticipated at the following locations:

- Fourmile Creek (overpass over Fourmile Creek Trail)
- Boulder and Whiterock Ditch south of Jay Road
- Boulder and Whiterock Ditch between Jay Road and 55th Street
- Boulder and Whiterock Ditch Lateral at 55th Street
- Ditch Lateral between 55th Street and 63rd Street
- Ditch lateral just west of 55th Street
- Ditch at 63rd Street (west)

Bicycle/pedestrian underpasses (using concrete box culverts) are anticipated at the following locations:

- SH 119 southbound lanes between Fourmile Creek Path and Jay Road
- Jay Road
- 63rd Street
- SH 119 southbound Lanes south of IBM Drive/Mineral Road (SH 52)
- SH 119 southbound lanes between IBM Drive and Monarch Road
- Niwot Road

**Resiliency Alternatives Analysis:** Consultant should use the results from the [County's Floodplain Management and Transportation System Resiliency Study and Action Plan, November 2019](#) when evaluating design of structures. Before beginning preliminary design, the Consultant shall prepare design alternatives for culvert designs, underpasses, overpasses, and other major design aspects of the project.

**Construction Phasing Plans:** Prepare schematic phasing plans for the project construction including bicycle and pedestrian underpass structures under existing roadways. Consideration should also be given to how construction can be phased under a scenario where partial construction funding has been obtained.

### **Task 3- Final Design**

**Final Subsurface Utility Engineering:** Prepare preliminary test hole plan with input from the County. Excavate test holes (Quality Level A). Assume 60 test holes. Field verify test hole logs with field markings. Update existing utility CAD file with test hole survey data. Prepare test hole table. Facilitate one-on-one meetings with the utility agencies along the corridor. Work with the County to request easements as needed. If utility conflicts cannot be avoided, discuss conflicts and relocation strategies, cost, and timing. Prepare final utility plans and specifications, utility notes, test hole sheet and utility plan sheets. Develop draft and final utility clearance letters for County and CDOT review.

**Ditch Company Coordination:** The Consultant should plan to coordinate directly with the relevant ditch companies, including: consultation with company engineers to determine bylaws and construction standards; preparation and drafting of any license and/or ditch crossing agreements for transmittal to and review by the ditch companies' attorney(s); and transmission of preliminary and final designs to the ditch companies' engineer(s) for review, comments and revisions. Boulder County or CDOT will provide the following coordination: submit to the Consultant the most recent contact information for each ditch company; direct financial reimbursements of all associated crossing fees, legal and engineering review fees to the ditch companies; coordination of county legal reviews and suggested revisions subsequent to ditch company legal reviews and revisions of ditch agreements; and recordation of final agreements.

**Final Bikeway Plans:** Revise preliminary roadway and signal plans based on preliminary plan review comments and add signing and striping plans, traffic control plans, detour plans, phasing and staging plans, planting plan, stormwater management plans, construction details, and any additional sheets needed to construct the project. Prepare project Special Provisions to augment the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, and prepare bid package, including bid forms, contract documents and general conditions of the construction contract. Standard County and CDOT forms and formats will be utilized for contract documents and general conditions. Prepare final opinions of probable construction cost and document design exceptions (if needed) – CDOT Form 464.

**Final Landscaping Plans:** Update landscaping plans based on input from preliminary plans.

**Final Traffic Engineering Plans:** Coordinate with CDOT to prepare separate signing and pavement marking plans for bikeway and associated roadway improvements including a tabulation of signs and tabulation of pavement markings. Prepare final traffic signal plans for modified signals, with tabulation of quantities. Prepare final construction traffic control plans and quantities.

**Final Lighting Plans:** Update lighting plans based on input from preliminary plans.

**Final Drainage Plans:** Revise drainage plans and report based on preliminary design review comments. Prepare tabulation of drainage items.

**Erosion Control Plans:** Prepare erosion control plans for construction of the project. Prepare a Storm Water Management Plan (SWMP).

**Final Structural Engineering:** Finalize structural design of bicycle and pedestrian crossings with details and final quantity tabulations.

**Right-of-Way Plans:** Right-of-way plans are not anticipated for this project. The project should be designed to stay within the CDOT right-of-way.

**Final Advertisement Plans, Specifications and Estimates:** Subsequent to the final plan review meeting, prepare final 100% construction documents to be used for advertisement for bids. Provide electronic files of final construction plans and specifications, both in AutoCAD and Microsoft WORD and in pdf format. All non-pdf files shall be interactive files, not “read only.” Include the final Engineer’s Opinion of Cost spreadsheet in electronic format.

#### **Task 4- Project Management and Meetings**

Consultant should manage the project scope, schedule, and budget to ensure all deliverables are completed with the agreed upon timeframe and cost.

**Schedule:** The Consultant shall develop a preliminary schedule. The County has assumed an overall schedule of 20 months to complete the project. The schedule will include the following:

- All project activities and deliverables shall be incorporated
- Steps necessary to comply with Federal NEPA requirements
- A timeline outlining amount of time required to complete each task.
- Proposed project outreach plan and calendar (open house meetings, etc.)
- Coordination with the project milestones and schedule for the SH 119 Roadway and Transit Design project

The Consultant shall provide a schedule which addresses the items above over a 20-month period. If the Consultant determines that it cannot accomplish the schedule in the proposed 20-month period, then the Consultant should provide the reasons as to why it is not feasible and propose an alternative schedule in their proposal. The Consultant should identify potential schedule risks, the project’s critical path activities, and mitigation strategies for unforeseen schedule impacts.

**Kickoff Meeting:** Attend a kick-off meeting with the project team from Boulder County and project stakeholders.

**Progress and Review Meetings:** Consultant will attend regular progress meetings, a preliminary design review meeting, a final plan review meeting, and coordination meetings with Boulder County, CDOT, local government, and stakeholders.

**Meeting agendas:** Consultant should provide draft and final agendas for all coordination and plan review meetings.

**Minutes:** Within seven (7) working days after the meeting that include key decisions and action items, agency responsible for accomplishing them and proposed completion date.



**Monthly progress reports:** Monthly progress reports should include summary of work accomplished, task percent complete, task percent expended, work planned in the upcoming month and problems identified and solutions to the problems, a schedule status, and, if behind schedule, a schedule recovery plan.

**Public Engagement:** The consultant shall develop a process for meaningful engagement of agencies, stakeholders, advocacy organizations, and the public for the project. Due to the COVID-19 virus, any proposed meetings should follow public health guidelines. The consultant will provide display materials and attend meetings to gather feedback and answer questions. Consultant should produce a public involvement report, including all verbal and written public comments received. The consultant will address all comments received.

- Public involvement for this project should be coordinated with the community engagement process for the SH119 Roadway and Transit Design project at applicable milestones.
- All public information documents will be translated to Spanish.
- There will be a diverse group of stakeholders and proposed solutions may not align with each stakeholder's individual solution for the corridor. Context sensitive solutions and consensus building will be paramount in facilitating conversations with stakeholders, local agencies, and the public.



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

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### **INSURANCE REQUIREMENTS**

**General Liability**                      \$1,000,000 Each Occurrence  
  \$2,000,000 General Aggregate  
  \$2,000,000 Products Completed Operations Aggregate  
  3 years Products/Completed Operations

#### **Worker's Compensation and Employer's Liability**

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

#### **Professional Liability (Errors and Omissions)**

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

#### **\*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.**

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

**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.



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

## **SUBMITTAL SECTION**

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

**DO NOT include hourly rates or fee schedules with your proposal. Including hourly rates or costs of any kind will render your submittal as unresponsive.**

Submittals are due at the Administrative Services Information Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on October 19, 2020.**

**Contact Information:** Name and address of your Company/ organization, contact person, phone and email including Subconsultants, if applicable.

**Approach to the Scope of Work:**

- Discuss your approach, methodology and techniques to complete the work as specified herein. Identify the various tasks/items of work that will be required to successfully complete the design. This should be specific, logical and organized.
- Address your capability to communicate findings and recommendations clearly and succinctly.
- Describe any project approaches or ideas that you feel enhance the quality of your services. Provide detailed information about what makes your approach unique and best suited for this project.
- Discuss your ability to manage the work plan effectively and assure the successful fulfillment of its duties. Describe how the team will accomplish the work in an effective and timely manner.

### **Company and Personnel Qualifications:**

- What are your company's three major strengths? Identify multimodal planning and design capabilities.
- What is your company's relevant experience on successful completion of previous projects that are similar in size, scope, and complexity to the SH 119 Bikeway project?
- Specify the professional staff that you would assign to the project including name, title, and work location. Attach brief professional experience and qualifications for each. Identify each individual's role and responsibilities.
- Identify the person who would be the day-to-day contact for the County.
- Demonstrate the team's ability, capacity and skills necessary to perform the work or services required to successfully complete this project. Include examples of past projects where the team, or members of the team have worked together and identify which team members were involved and the name and location of those projects.

### **Project Understanding, Mitigation of Potential Risks, Schedule, Quality Control:**

- Proposed Schedule will be evaluated based on the feasibility of the proposed schedule and the demonstrated capacity of the Consultant to complete the work according to the proposed schedule.
- Describe your proposed timeline/schedule for the work plan, the time of major events and activities, and a description of deliverables. Identify critical path items or potential issues/problems that would need to be addressed early in the design process to prevent delays. Establish and track the project timeline/schedule. Identify how the design schedule (internal checks & balances) is monitored to ensure that key milestone dates are met. Indicate if any previous designs exceeded the project schedule and if so, explain why and what steps have been taken to ensure it does not occur on future projects.
- Describe how the design team will handle quality control. How are design issues monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with other sub-consultant plans? Quality control is considered very important. Please be very specific in describing the means of ensuring quality control of the design for this project. Examples of related work/plans can be included with the proposal.

### **Approach to Community Outreach**

- Discuss your approach, methodology and techniques to provide outreach and gather public input for this project. Identify the various tasks/items of work that will be required to receive and provide successful communication with the community during this project.

- Describe any project approaches or ideas that you feel enhance the quality of your proposed outreach goals. Provide detailed information about what makes your outreach approach best suited for this project and how you would address and incorporate public comments.
- Describe how your team will approach the unique challenges during this time of COVID-19. How will your outreach techniques be tailored to receive input from local stakeholders on the final design of this project and how will your team tell the story of this project, possibly without face-to-face interactions?

- **References:** Submit three references for similar projects your company has completed within the last three years and contact information

- **Insurance Certificate**

- **W-9**

**Signature Page Addendum acknowledgements (if applicable)**

Please limit the proposal to a maximum of 25 pages, excluding the insurance certificate, W-9, signature page and addendum acknowledgements. 11x17 sheets will count as two pages.

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

INCLUDED	ITEM
	Contact Information
	Approach to the Scope of Work
	Company and Personnel Qualifications
	Project Understanding, Mitigation of Potential Risks, Schedule, Quality Control
	Approach to Community Outreach
	References
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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

## **EVALUATION CRITERIA**

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

<b>Criteria</b>	<b>Percentage</b>
Project Approach to the Scope of Work	<b>35%</b>
Company and Personnel Qualifications	<b>30%</b>
Project Understanding, Mitigation of Potential Risks, Schedule, Quality Control	<b>20%</b>
Approach to Community Outreach	<b>15%</b>

### **Anticipated SOQ Review and Award Schedule**

Boulder County hopes to begin this project in early 2021. See below for anticipated SOQ review and award schedule. Dates listed are estimates and subject to change.

1. Pre-proposal meeting: **2:00 – 3:00 p.m., September 29, 2020**
2. Questions due to Boulder County: **October 1, 2020**
3. Responses to questions from Boulder County: **October 7, 2020**
4. Last day for submitting proposal: **October 19, 2020**
5. Proposals reviewed by review committee: **November 13, 2020 (end of review)**
6. Interviews with proposers: **November 2- Nov 6 2020**
7. Recommendation of Award: **December 2020**
8. Execution of Agreement: **January 2021**

Commence Work: Immediately following execution of agreement with Boulder County Board of Commissioners.



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

**SIGNATURE PAGE**

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

**By signing below I certify that:**

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

\_\_\_\_\_

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

\_\_\_\_\_

**Date**

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



# BOULDER COUNTY SAMPLE CONTRACT

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THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners 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 (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

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

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

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. 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**. Email delivery is preferred by the County; 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: 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 and, if so, will provide

Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional 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 can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected and appointed officials, 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.

10. Nondiscrimination: Contractor will comply with the letter and spirit of 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. Contractor is not an employee 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 for Non-Appropriation: The other provisions of this Contract notwithstanding, the 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.

14. Termination for 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 notified Party does not cure the breach, at its sole expense, 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.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

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, 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 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 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 must 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. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the

subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

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

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

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, 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's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

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

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

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

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

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

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

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

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County’s commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Insurance Requirements: 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. 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**

***Non-Construction contracts use the following language:***

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

***Construction Contracts only – include the following paragraph:***

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.

***This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.***

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.

***This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.***

iv. **Umbrella / Excess Insurance**

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

***This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.***

***Please consult with Risk Management if you feel this coverage should be required.***

**IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:**

v. **Professional Liability (Errors and Omissions)**

***All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County***



***must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.***

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

vi. **Pollution Liability**

***This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.***

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.

vii. **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

***Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of the County or when the contractor has access to client's personal property and/or documentation***

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security

numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients:	\$50,000
Contractors with 11 – 15 County clients:	\$500,000
Contractors with more than 25 County clients:	\$1,000,000

***If the scope does not pertain to clients directly, contact Risk Management for appropriate language.***

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

Contractors with 5 or fewer County clients:	\$100,000
Contractors with 6-10 County clients:	\$250,000
Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

***If the scope does not pertain to clients directly, contact Risk Management for appropriate language.***

***THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.***

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 Insured.*

c. 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.

d. 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.

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

f. 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.

g. 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.

**[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:	