

# **REQUEST FOR PROPOSAL**

**Replacement of Deck and Entry Stairs at 507 W.  
Geneseo St Apartments, Lafayette, CO**

**RFP # 5330-10**



**SUBMITTAL DUE DATE**

**August 24, 2010  
2:00 P.M.**

**BOULDER COUNTY PURCHASING  
JENNY OLBERDING  
PURCHASING AGENT**

**2020 13<sup>TH</sup> STREET  
BOULDER CO 80302  
(303) 441-3525**

**P.O. BOX 471  
BOULDER CO 80306  
(303) 441-4524**

## REQUEST FOR PROPOSAL

The Boulder County Housing Authority (BCHA) is seeking proposals from qualified vendors to provide the following services: Remove and replace exterior entry stairs and deck at 507 W. Geneseo St, Lafayette, CO.

Specifications and a sample contract are attached.

**It is the responsibility of the contractor to inspect the property before submitting bids. Any concerns resulting from a failure to inspect the property are the responsibility of the contractor and not the Boulder County Housing Authority.**

**RFP's are due in the Purchasing office for time and date stamping by 2:00 p.m. Tuesday August 24, 2010. Two (2) unbound copies of your proposal, printed double-sided, 11 point, on 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as RFP # 5330-10, and delivered to the Purchasing Office at 2020 13th Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFP's must be received and time and date stamped in the Purchasing office by the above due date and time. Sole responsibility rests with the Bidder to see that their RFP is received on time at the stated location. Any RFP's received after due date and time will be returned unopened to the bidder. No exceptions will be made. Faxed or Emailed RFP's will not be accepted.**

**All inquiries regarding the bid document shall be submitted in writing to the Purchasing Office, located at 2020 13<sup>th</sup> Street, 1<sup>st</sup> Floor, Boulder CO 80306, or emailed to [smeisinger@bouldercounty.org](mailto:smeisinger@bouldercounty.org) and [mmckibben@bouldercounty.org](mailto:mmckibben@bouldercounty.org) by 4:00 p.m. August 16, 2010. All response from the County to all inquiries shall be sent via email no later than August 19, 2010. Phone call questions regarding technical specifications will not be accepted. All questions must be submitted in writing.**

The Board of County Commissioners reserves the right to reject any and all proposals, 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) 441-3508 at least 48 hours before the scheduled event.

## TERMS AND CONDITIONS FOR REQUEST FOR PROPOSAL

1. Proposer's are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer shall furnish the information required in the RFP, at no cost to BCHA – with one original and one copy due upon submittal. Proposals must be printed double sided. Proposals submitted on single sided pages will be rejected.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request For Proposal, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all qualifications 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 shall 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 proposer to insure that the proposal arrives in the office of the County Purchasing Agent prior to the time indicated in the "Request for Proposal."
8. The proposed price shall 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 Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the proposal documents made in any other manner will not be binding, and Proposer shall 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 RFP and any resulting contracts 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 shall 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. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders 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. Bidders 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.

## **DISCLOSURES:**

The Boulder County Housing Authority conducts business in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). BCHA shall not discriminate against or in favor of any proposer on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation. BCHA reserves the right to terminate the selection proceedings at its option at any time during the process.

Any contract generated by this RFP may be cancelled by BCHA for noncompliance with specifications, inability to perform the contracting requirements of BCHA, continued safety hazards, or convenience such as reduced funding and / or exhaustion of available funds. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to the BCHA other than for work authorized and completed at the time of termination.

Contractor shall provide all items, articles, operations mentioned or herein specified, related labor services, tools, equipment, transportation and incidentals necessary and required for satisfactory, acceptable completion of the contracted work or delivery of materials. Owner may inspect work at any time during the ongoing work. Should a problem with the materials or the work performed by the Contractor occur during the course of this contract, and should it be shown that the cause of this problem is faulty work, the Contractor shall repair such problem fully at Contractor's own expense. After completion of work, Contractor will return the site to its original condition as determined by the Owner. Work required to return the property to its original condition will be at Contractor's expense. Contractor will repair damage to the site caused by the contractor.

Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whose acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Owner and Owner's Agents from and against any and all claims or damages arising from Contractor's performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor's officers, employees, guests, invitees, and those doing business with Contractor.

Contractor assures that all existing and every new staff working on site do not have a criminal history background that could indicate that they might present a threat to residents or staff. Acceptable criminal background is no felony arrests or convictions within five years and no pattern of misdemeanors (three or more) within five years. BCHA may terminate this contract if this provision is violated.

Every effort must be taken to insure the safety and security of the residents of BCHA and properties owned by BCHA. Contractor agrees that if keys to buildings are misplaced, lost, or stolen, the Contractor will absorb all costs incurred to correct the situation. Work will be completed by BCHA maintenance staff or contracted and billed to Contractor.

Contractor will disclose to the managing agent if anyone working for the contractor is related to an employee of the managing agent prior to signing this contract.

## **SCORING:**

BCHA will use the following point criteria to choose the successful firms

### **Boulder County Housing Authority RFP Point System**

#### Price

- |                    |    |
|--------------------|----|
| • Best             | 30 |
| • Second           | 20 |
| • Third            | 10 |
| • Fourth           | 5  |
| • Fifth and higher | 0  |

Minority owned/women owned	20
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Current County Service Contractor in good standing	20
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Complete submission	15
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Environmentally friendly business practices (Membership in green building organization, use of green building materials where possible, etc.)	15
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Maximum total points	100
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## **RFP - ATTACHMENTS**

### **Attachment A – Drawings**

## **SPECIFICATIONS**

### **Replacement of Deck & Entry Stairs**

**BID# 5330-10**

#### **507 W Geneseo Deck Replacement**

##### **General Permit Requirements:**

All permits or licenses necessary for the new construction or alterations to the structure must be obtained and paid for by the Contractor before starting work. **Contractors and Subcontractors are responsible for obtaining any progress or final inspections from the Building Department.** Failure to call for required inspections or proceeding without inspection may result in suspension from future bidding. A copy of all permits shall be publicly displayed at the job site for all interested parties concerned. **Copies of competed permits with appropriate signatures must be included with final invoice. Payments will not be issued without copies of all permits that indicate they have been inspected and passed.**

If any specifications included in this work write up are in conflict with local building codes or building department requirements, the building codes or building department requirements will override the specifications. However, the contractor must provide verification of any overriding requirements in their bid or any change orders.

##### **Safety:**

The Contractor shall exercise proper precaution at all times for the protection of persons and property, either on or off the site, from hazards which occur as a result of his prosecution of the work. The safety provisions of applicable laws, building construction codes, and OSHA regulations shall be observed. The Contractor shall take or cause to be taken such additional safety and health measures as the Agency may determine to be reasonably necessary. The Contractor shall be familiar with and abide by all applicable OSHA standards and regulations.

**Please note that tenants will be moved out temporarily during work. It is vital that work progress expeditiously to minimize disruption and cost.**

##### **Replace deck and stairs completely:**

Remove existing deck and stairs complete. Recycle lumber. Salvage all reusable material for new decks.

Furnish and install all materials and labor to build new deck and stairs as per enclosed drawings. All lumber is to be FSC Certified where available. Use material salvaged from old decks where appropriate for structural integrity and design. All decking, rail pickets, rail caps, and stair treads are to be Trex type material. Screws are to be used in lieu of nails. Deck should match existing configuration and dimensions

**SUBMITTAL SECTION****RFP 5330-10****Replacement of Deck and Entry Stairs**

Please submit the following in the order listed below:

1. Name, address and contact information for your company.
2. Specialization / type of work firm is licensed to perform
3. Brief list and description of public work projects in which the firm has participated in the past three years
4. Organizational chart, include principals and individual responsible for project and their qualifications
5. Is your company registered as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) Firm? If yes, please provide copy of certification
6. Three references for whom the firm has performed related work for in the last three years.
7. Please address if you are able to meet the minimum insurance requirements listed in the attached sample contract.
8. Please submit your itemized, all-inclusive price and time to provide the materials and labor as specified in Attachment A.
9. Please include any certifications (Lead Based Paint, Damage Restoration, Etc.)

**Return the Submittal Section page 8 along with the signature page (pg 9) in your response.**

**SIGNATURE PAGE**

**Replacement of Deck & Entry Stairs  
RFP# 5330-10**

Failure to sign and return this submittal page with your proposal may be cause for rejection.

I certify that I am not currently an employee of Boulder County, and to the best of my knowledge, none of my employees or agents are currently employees of Boulder County. I also certify that I am not related to any Boulder County employee or Elected Official.

SIGNATURE: \_\_\_\_\_ Note: If you cannot certify the above statements, please explain in the space provided below:

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

\_\_\_\_\_  
Print or Type Name of Bidder's Authorized Officer or Partner

\_\_\_\_\_  
Signature of Bidder's Authorized Officer or Partner Date

\*NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with The signature of the officer or officers authorized to sign contracts on behalf of the Corporation. If Bidder is a partnership, set forth the name of the firm together with The signature of the partner or partners authorized to sign contracts on behalf of the Partnership.

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
E-Mail Address



**SAMPLE CONTRACT**  
**DO NOT RETURN WITH PROPOSAL**

**BOULDER COUNTY (name of service contracting for) CONTRACT**

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THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and (name of company) ("Contractor").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: *The Invitation for Bid and Bid Specifications of Boulder County Bid No.* \_\_\_\_\_, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price).

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for two additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.

- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. **Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.**

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the 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 but not limited to 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 the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this indemnification agreement 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.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

- a. Commercial General Liability. This coverage should be provided on an ISO 1998 Form or most current with minimum limits of \$600,000.00 combined single limit for each occurrence.
- b. Automobile Liability. Minimum limits are required to be \$600,000.00 for each occurrence. Coverage must include:
- a. All vehicles owned, non-owned, and hired to be used on the Contract
- c. Workers' Compensation and Employer's Liability. Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000.00 Each Accident/\$500,000.00 Disease-Policy Limit/\$100,000.00 Disease-Each Employee.

**\*\*Do not print these lines in your contract.** Point your cursor to the yellow highlighted areas for additional explanation. Other insurance policies that may be required by the County include the following: Professional Liability (Errors and Omissions), Pollution Liability, Employee Dishonesty, and Farmer's Liability. Contact Risk Management if you have questions about which insurance policies to include. An illustration of insurance requirements is attached at the end of this sample contract. This illustration may be completed and sent by the Contractor to their insurance carrier for clarification of insurance requirements.\*\*

The Contractor shall provide Certificates of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Commercial General Liability certificate shall indicate Boulder County as an **ADDITIONAL INSURED**.

The Additional Insured wording should be as follows: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without **thirty (30) days** written notice to the County, pursuant to paragraph 15.

The certificate holder is: Boulder County

Attn: Pam Stonecipher, Risk Manager  
Boulder County  
P.O. Box 471  
Boulder, CO 80306

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Contractor agrees to 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 respecting discrimination and unfair employment practices.

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this

Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. **The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.**
- c. **In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.**

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, and Mailing Address)

For the Contractor: (enter Contractor's name and Mailing Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. 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. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. The Contractor 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 public contract for services.

D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the

authority established in C.R.S. § 8-17.5-102(5).

- H. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_  
Administrative Assistant  
Clerk to the Board of  
Commissioners  
(seal)

By: \_\_\_\_\_  
Chair, Board of County  
Commissioners

**CONTRACTOR:**

**ATTEST:** \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Title: \_\_\_\_\_

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)

#### **CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering