



Request for Proposal and Cost for a Clear Creek County Transit Assessment

Clear Creek County, Colorado

PURPOSE

Clear Creek County ("County") is seeking bids from qualified professional vendors for the review, investigation and analysis to complete a full transit assessment for Clear Creek County. The qualified vendor must show possession of skills necessary to maintain and improve effectiveness, enhance its quality of services, minimize down time, and ensure an implementable action plan to guide the County's transit program into the next 10 years.

The purpose of this Request-for-Proposal is to obtain relevant information, credentials, qualifications, experience and a proposed Project Approach from interested firms to inform the Board of County Commissioners for selection of a consultant to research, analyze, and recommend an action plan for the County's transit program going forward.

This Request-for-Proposal is a FIXED PRICE – BEST VALUE solicitation, meaning the study cost may not exceed \$50,000 and the study and contract must be complete by December 31, 2023.

The County will evaluate the proposals based on the best value received by each consultant in their presentation of what deliverables they can provide in a timely manner.

REQUEST FOR PROPOSAL SCHEDULE

The Request-for-Proposal Schedule is as follows. The County of Clear Creek reserves the right to revise the Schedule or other portions of this as necessary.

Description	Date
Release Solicitation	October 4, 2023

Question & Answer Period Begins	October 4, 2023
Question & Answer Period Ends	October 20, 2023
Bids Due – 4:00 p.m.	October 24, 2023
Anticipated Award Date	October 25, 2023

- *These dates are subject to change based on funding appropriations.*
- *Any revisions to the above schedule will be posted on the Clear Creek County website “Bid Postings” link. It is the responsibility of all submitting firms to review this website for scheduling updates as well as Request-for-Bid modifications and addendums.*

Expected Period of Contract: A contract beginning in October of 2023, and the contract to be a term of 2 months ending December 31, 2023.

BACKGROUND INFORMATION

- Clear Creek County operates a small transit service consisting of 4 cutaway buses, and 3 scheduled routes in the local community. Exhibit A demonstrates each of our current routes, times, and scheduled days.

A bit of history on the County transit operation:

- Clear Creek County attempted a local transit route in 2015 called CC Rider to assist local residents with access to medical appointments and essential services. This service did phase out after about a year with little ridership.
- In 2018, the County established a transit partnership with Seniors' Resource Center (SRC) to provide a transit service (**the Prospector**) in the County between 8:00 a.m. and 6:00 p.m., Monday through Friday, also providing access for residents to access medical, pharmacy and essential services.
- During this same time, CDOT created the Bustang service and Clear Creek could only obtain a stop in the County if it had a local transit service, hence, the partnership with SRC.
- Also, during this time, the County was building its first health clinic in Idaho Springs and the biggest trigger to success was to make sure residents/patients had access and mobility to get to the clinic.
- In May of 2020, during the pandemic, the SRC decided to leave the transit industry altogether leaving Clear Creek without a broker to provide transit to local residents and visitors.
- Staff and County Leadership developed a plan to have the County absorb the transit service, transfer the CDOT grants to the County, transfer SRC's drivers to become County employees, and begin the logistics of restarting a county transit program in July of 2020 with schedules, routes, and personnel.
- During the pandemic when most transit agencies were losing ridership, Clear Creek's ridership continued to increase and transit operations expanded from 5 days a week to 7 days a week.
- The County invested in a branding program for its transit department whereby it

renamed the local bus service to, "**the Roundabout**", and created a bus color scheme, logos, fonts, and updated brochures, signage, websites, and print materials.

- County ridership on the Roundabout continues to grow and the County is currently seeing ridership of over 1500 riders per month. From 2020 to 2021, ridership increased 191%.
- The County continues annual applications for FTA/CDOT 5311 funding as well as SuperCall and other FTA grants.
- As County property tax revenues continue to decline with the decreased production of our largest taxpayer, the Henderson Mine, the County is seeking ways to streamline its transit program operations and services to become as efficient as possible. Transit is not a mandated service by statute.
- A professional expert in the transit industry is needed to closely look at the County transit program and determine what is working efficiently and what can be improved and most importantly, how to reduce the transit program budget overall and the General Fund subsidy.

SCOPE OF SERVICES

Clear Creek County Roundabout Transit Program Assessment

- Review, analysis and recommendations of existing routes, schedules, and needed personnel.
- Review, analysis and recommendations of existing operating and administrative expenditures, grant revenues, and potential advertising or fare revenues.
- Comply with all FTA/CDOT transit requirements and standards.
- Comply with all insurance requirements in accordance with Clear Creek County standards.
- Include an Owner's reserve and contingency amount to be controlled by Clear Creek County; each shall be 10% of the total GMP.
- **FIXED PRICE -- BEST VALUE:** The study cannot cost more than \$50,000 total and the deadline is December 31, 2023.
- Cost estimates.
- Weekly meeting administration.

BUDGET DETAILS:

The funding for this project is included in the Clear Creek County capital budget which expires on December 31, 2023, and has maximum cap of \$50,000 for the entire study. Please base your work commitment and schedules around this dollar amount and timeframe.

EXHIBITS:

Exhibit A: Current routes, schedules of operation.

Exhibit B: 2022 and 2023 County Transit Program Budgets.

Exhibit C: Clear Creek County Professional Services Agreement Template

SUBMITTAL REQUIREMENTS:

The Request-for-Bid response shall include the following information and shall be organized as follows:

Cover Letter

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1. **Firm Overview:** Provide concise details of your Firm which includes information describing size, services, credentials, qualifications and expertise, office location and specific experience in facility programming, planning and design.
2. **Relevant Experience:** Provide specific examples of relevant facility projects of similar scope and complexity the Firm has completed in the last five years.
3. **Current Workload:** Provide a description of projects undertaken by your Firm that would be concurrent with the timeframe of this project.
4. **Project Team:** It is the expectation of Clear Creek County that the individuals noted in the team will not be changed after the Project is awarded except in unusual circumstances beyond the Firm's control.
5. **Project Approach:** Provide a detailed narrative and proposed schedule describing your specific approach as well as your ability to meet the needs of this Project. Outline your understanding of the Project and identify critical issues based on your Firms' experience.
6. **Formal Cost Estimates:** Please provide a line item budget for each portion of the assessment as you may organize the assessment.

Appendix:

Provide any other information – unique capabilities, value-added services, etc. – relevant to the County's evaluation of your Firm.

Response information shall be limited to the information requested as noted above.

Clear Creek County will not be responsible for any cost associated with the preparation of the Firms' responses to this Request-for-Proposal.

SUBMISSION OF RESPONSE:

Responses shall be submitted via email clearly identified as follows:

Contract

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Response to Request for Proposal and Cost for a Clear Creek County Transit Assessment

The firm shall submit one electronic copy of their response to this Request-for-Proposal.

Firms may not contact any team members, staff or employees of Clear Creek County or other parties involved in this project. All communications regarding this project should be directed to: Beth Luther, Clear Creek County Representative.

Please deliver your responses to:

Beth Luther
303-679-2312
bluther@clearcreekcounty.us

The deadline for submitting a Response is 4:00 p.m. local time on October 24, 2023.

Responses will be time-stamped and logged upon receipt. Responses received after the deadline will **NOT** be considered and will be returned unopened. All timely and properly prepared Responses will be considered for evaluation.

SELECTION

The County will appoint a Selection Committee. The Selection Committee will analyze the submittals and will evaluate the Firms regarding their qualifications and expertise, including, but not limited to, relevant experience, capability of professional staff, location, project approach and demonstrated performance as well as ability to maintain budget and schedule considerations.

RESERVATIONS:

The County reserves the right to reject any and all Responses and to waive any informality, technical defects or clerical errors in any Responses as the best interest of the County may require. Selection procedures will be conducted in conformance with all applicable qualifications-based selection requirements.

ADDITIONAL INFORMATION

Questions & Inquiries:

Applicants may submit written questions to Beth Luther, Clear Creek County Representative via email to bluther@clearcreekcounty.us

Addenda:

The County reserves the right to issue addenda to the Request-for-Proposal at any time as a result of questions, change in schedule or other matters.

Changes:

The County also reserves the right to cancel or reissue the Request-for-Proposal.

Exhibit A:

Local Route Scheduled Pick-up Times																						
Monday - Thursday 7:22 AM - 7:28 PM																						
	2 Family Dollar	3 Microtel Inn (Q3)	4 Silver Queen Apts (Q3)	5 Millisle Townhomes (Q3)	6 Alpine Restaurant (Q3)	7 Georgetown Town Hall (Q3)	8 GT Post Office (Q3)	9 Annex	10 Silver Plume Saloon	11 Empire Theobald Park	12 Silver Lakes Dumont (Q3)	13 Taco Bell Dumont (Q3)	14 Dumont Post Office (Q3)	15 Macey Ruth Mill Park (Q3)	16 Park-n-Ride	17 Health Clinic (Q3)	18 Safeway	19 Colorado Blvd EB (Q3)	20 Colorado Blvd WB (Q3)	21 Heritage Park (Q3)	22 Elk Lodge IS (Q3)	23 Empire Theobald Park
1	7:22 AM	7:24 AM	7:26 AM	7:28 AM	7:29 AM	7:31 AM	7:32 AM	7:34 AM	7:40 AM	7:50 AM	7:56 AM	7:57 AM	7:58 AM	8:05 AM	8:10 AM	8:15 AM	8:18 AM	8:19 AM	8:20 AM	8:21 AM	8:22 AM	8:44 AM
2	8:52 AM	8:54 AM	8:56 AM	8:58 AM	8:59 AM	9:01 AM	9:02 AM	9:04 AM	9:10 AM	9:20 AM	9:26 AM	9:27 AM	9:28 AM	9:35 AM	9:40 AM	9:45 AM	9:48 AM	9:49 AM	9:50 AM	9:51 AM	9:52 AM	10:14 AM
3	10:22 AM	10:24 AM	10:26 AM	10:28 AM	10:29 AM	10:31 AM	10:32 AM	10:34 AM	10:40 AM	10:50 AM	10:56 AM	10:57 AM	10:58 AM	11:05 AM	11:10 AM	11:15 AM	11:18 AM	11:19 AM	11:20 AM	11:21 AM	11:22 AM	11:44 AM
4	11:52 AM	11:54 AM	11:56 AM	11:58 AM	11:59 AM	12:01 PM	12:02 PM	12:04 PM	12:10 PM	12:20 PM	12:26 PM	12:27 PM	12:28 PM	12:35 PM	12:40 PM	12:45 PM	12:48 PM	12:49 PM	12:50 PM	12:51 PM	12:52 PM	1:14 PM
5	1:22 PM	1:24 PM	1:26 PM	1:28 PM	1:29 PM	1:31 PM	1:32 PM	Shift Change														
6	2:00 PM	2:02 PM	2:04 PM	2:06 PM	2:07 PM	2:09 PM	2:10 PM	2:12 PM	2:18 PM	2:28 PM	2:34 PM	2:35 PM	2:36 PM	2:43 PM	2:48 PM	2:53 PM	2:56 PM	2:57 PM	2:58 PM	2:59 PM	3:00 PM	3:20 PM
7	3:28 PM	3:30 PM	3:32 PM	3:34 PM	3:35 PM	3:37 PM	3:38 PM	3:40 PM	3:46 PM	3:56 PM	4:02 PM	4:03 PM	4:04 PM	4:11 PM	4:16 PM	4:21 PM	4:24 PM	4:25 PM	4:26 PM	4:27 PM	4:28 PM	4:50 PM
8	4:58 PM	5:00 PM	5:02 PM	5:04 PM	5:05 PM	5:07 PM	5:08 PM	5:10 PM	5:16 PM	5:26 PM	5:32 PM	5:33 PM	5:34 PM	5:41 PM	5:46 PM	5:51 PM	5:54 PM	5:55 PM	5:56 PM	5:57 PM	5:58 PM	6:20 PM
9	6:28 PM	6:30 PM	6:32 PM	6:34 PM	6:35 PM	6:37 PM	6:38 PM	6:40 PM	6:46 PM	6:56 PM	7:02 PM	7:03 PM	7:04 PM	7:11 PM	7:16 PM	7:21 PM	7:24 PM	7:25 PM	7:26 PM	7:27 PM	7:28 PM	
End																						

Questions or Comment Please Call Dispatch at 970.409.6714

Holiday Closures
 Thursday 11/23/2023
 Monday 12/25/2023

Evergreen Route		
Tuesdays		
#15	#25	#26
<u>Park & Ride - Idaho Springs</u>	<u>Walmart</u>	<u>King Soopers</u>
830am	850am	905am
925am	945am	955am
1015am	1035am	1045am
320pm	340pm	355pm
415pm	435pm	445pm
505pm	525pm	535pm

Loveland Route				
Wednesday-Friday 730am-230pm				
Idaho Springs Park and Ride	Georgetown - 11th and Argentine	Silver Plume Interchange	Loveland Basin	Loveland Valley
730am	800am	805am	835am	845am
925am	955am	1000am	1030am	1040am
1120am	1150am	1155am	1225pm	1235pm
115pm	145pm	150pm	220pm	230pm
<u>Return Dropoff</u>	<u>Return Dropoff</u>	<u>Return Dropoff</u>		
300pm	245pm	240pm		

Exhibit B:

TRANSIT
FORECAST

Todays
Date: 9/28/2023
First day
of year 1/1/2023
last day
of year 12/31/2023

ACCOUNT	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 Budget	2023 YTD	2023 PROJECTED
01-128-33-33542-000-000	Other Grants	\$ 266,017	\$ -	\$ -	\$ -	\$ -
01-128-33-33537-000-000	5311 Grant	134,243	181,589	195,000	75,037	195,000
01-128-33-33539-000-000	5339 Bus Grant	-	-	106,900	106,900	106,900
01-128-34-34120-000-000	Route Charges	-	62	-	325	325
01-128-34-34121-000-000	Advertising Revenue	2,550	800	1,000	-	-
	Total Revenue	402,810	182,451	302,900	182,262	302,225
01-128-10-61110-000-000	Salaries and Wages	278,710	254,711	248,357	113,641	212,543
01-128-10-61120-000-000	Overtime	13,136	2,447	3,000	9,680	13,052
01-128-10-61200-000-000	Employee Benefit Cost	77,027	94,241	96,901	53,213	99,525
01-128-10-72200-000-000	Operating Supplies	9,353	2,443	5,000	263	355
01-128-10-72220-000-000	Fuel	55,512	48,478	60,000	21,136	28,498
01-128-10-73110-000-000	Postage	50	14	100	1	1
01-128-10-73310-000-000	Ads and Legal Notices	1,937	81	300	466	628
01-128-10-73330-000-000	Advertising/Marketing	30,226	2,920	3,000	150	202

01-128-10-73350-000-000	Dues And Registrations	4,034	314	1,750	379	511
01-128-10-73450-000-000	Telephone	1,886	1,931	2,000	1,176	1,585
01-128-10-73500-000-000	Outside Services	19,563	45,390	6,000	-	6,000
01-128-10-73570-000-000	Contract Service	8,751	215	2,000	1,075	1,449
01-128-10-73640-000-000	R&M Vehicles	39,084	35,947	25,000	9,280	12,513
01-128-10-73730-000-000	Travel And Subsistence	5,643	3,488	2,500	37	50
01-128-10-73800-000-000	Training	2,525	1,000	1,000	-	1,000
01-128-10-79500-000-000	Capital Outlay	-	-	106,900	115,851	115,851
	Total Expenses	547,437	493,620	563,808	326,349	493,765
	Net GF (Subsidy)/Income	(144,627)	(311,169)	(260,908)	(144,087)	(191,540)

Exhibit C:



CONTRACT FOR Enter Type of services. SERVICES

This Contract for Enter Type of services. Services (the “Contract”), made and entered into this _____ day of _____, 202_____, is between the County of Clear Creek, State of Colorado, a political subdivision of the State of Colorado, by and through its Board of County Commissioners (the “County”), and Enter Consultant’s Name. (the “Consultant”).

RECITALS

WHEREAS, the County desires to Enter purpose of agreement.; and

WHEREAS, the Consultant is in the business and experienced with Enter consultant’s area of expertise.; and

WHEREAS, the County desires to engage the Consultant to perform certain services and assistance in connection with Enter purpose of agreement., and the Consultant has the expertise, ability, knowledge and experience to provide those services; and

WHEREAS, the parties desire to set forth herein the terms and conditions of this Contract and their relationship.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Consultant agree as follows:

1. Scope of Services: All services to be performed by the Consultant pursuant to this Contract (the “Services”) are fully set forth and described in Exhibit A, attached hereto and incorporated herein by reference.

2. Consultant's Performance: The Consultant shall be responsible for the completeness and accuracy of the Services, supporting data and other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein; provided that, the Consultant may rely on the accuracy and completeness of information provided to it by the County unless expressly informed it should not. The fact that the County has accepted or approved the Consultant's Services shall not relieve the Consultant of any of its responsibilities. The Consultant shall perform the Services in a skillful, professional, and competent manner and in accordance with the standards of care, skill, and diligence applicable to **Enter field of expertise.** with respect to similar Services.

3. Term; Time of Completion; Option to Renew: The term of this Contract shall begin **Click or tap to enter a date.**, and end **Click or tap to enter a date.**, unless terminated earlier or further extended as provided in this Contract. The Consultant is expected to complete the Services within the term of this Contract. The County may, at its sole option, renew this Contract for up to four additional one-year terms by giving notice of such renewal prior to the end of the then-current term.

4. Compensation and Payment: In consideration of its performance of the Services, the Consultant shall be paid a sum not to exceed **\$Enter Contract Amount.** Payment shall be made in accordance with the following:

a. **IF PROGRESS PAYMENTS ON FIXED SUMS PER TASK OR RATES**: The Consultant shall provide an itemized invoice based on the task and/or rates set forth in Exhibit B. The Consultant shall submit to County monthly invoices of the progress made and expenses incurred during the previous calendar month. Such invoices shall segregate the charges for Services done by task and date, and shall describe the Services performed, the time incurred by each person performing Services, and expenses incurred. Upon request, Consultant shall provide County with such other supporting information as County may request.

b. **IF SINGLE PAYMENT**: Payment will be made within thirty days following completion of the Services and Consultant's invoicing.

c. **IF REIMBURSABLE COSTS**: Reimbursable costs shall be billed monthly. For the purposes of this Contract, the term "reimbursable costs" shall include only actual out-of-pocket expenses incurred by the Consultant and sub-consultants in connection with the Services, except travel will be reimbursable at the I.R.S. standard mileage rate. Reimbursable costs shall not include telephone or postal charges. Reimbursable costs will include printing (sufficient copies as directed by the County), fax and photo-reproduction costs at rates provided in Exhibit B. (Exhibit B notwithstanding, the cost of Consultant's sub-consultants shall be reimbursed at only 100% of cost.)

d. The Consultant shall maintain comprehensive, complete and accurate records and accounts of its performance relating to this Contract for a period of three (3) years following final payment hereunder, which period shall be extended at the County's reasonable request. The County shall have the right within such period to inspect such books, records and documents upon demand, with reasonable notice and at a reasonable time, for the purpose of determining, in

accordance with acceptable accounting and auditing standards, compliance with the requirements of this Contract and the law.

5. Project Management: Enter Name of Proj. Mgr. for Consultant shall be designated as the Consultant's Project Manager for the Services. Enter Name of Proj. Mgr. for County shall be County's Project Manager responsible for this Contract. All correspondence between the parties regarding this project shall be between and among the project managers. Either party may designate a different project manager by notice in writing.

6. Independent Contractor: It is expressly acknowledged and understood by the parties that nothing contained in this Contract shall result in, or be construed as establishing, an employment relationship. The Consultant shall be, and shall perform as, an independent contractor. No agent, employee, or servant of the Consultant shall be, or shall be deemed to be, the employee, agent or servant of County. The Consultant shall be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, servants and subcontractors during the performance of this Contract.

7. Personnel: The Consultant understands and hereby acknowledges that County is relying primarily upon the expertise and personal abilities of Enter Name of Consultant's Principal or Proj. Mgr., and this Contract is conditioned upon his/her continuing direct personal involvement in the Services. The County understands that other employees of Consultant will be working on portions of the Services; however, these employees shall be under the direct supervision of the person identified in this paragraph at all times; in the event that s/he is unable to remain involved in the Services, the Consultant shall immediately notify the County and the County shall have the option to terminate this Contract.

8. No Assignment: The parties to this Contract recognize that the Services to be provided pursuant to this Contract are professional in nature and that by entering into this Contract the County is relying upon the personal services and reputation of the person(s) identified in the preceding paragraph. Therefore, the Consultant may not assign its interest in the Contract, including the assignment of any rights or delegation of any obligations provided therein, without the prior written consent of the County, which consent the County may withhold in its sole discretion. Except as so provided, this Contract shall be binding on and inure to the benefit of the parties, and their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

9. Ownership of Documents: All technical or business information, in whatever medium or format, including but not limited to, data, specifications, processes, drawings, records, reports, proposals, and related documentation, research, or other information, originated or prepared by or for the Consultant in contemplation of, or in the course of, or as a result of, Services performed hereunder ("Prepared Information"), shall be promptly furnished to the County, and is owned by the County. Prepared Information specifically excludes the Consultant's preexisting Services and/or Prepared Information developed by the Consultant or acquired by the Consultant that was not specifically developed for the County. The County is hereby entitled to use said information as deemed necessary for its purposes including the possibility of assigning said information to any companies related to the County.

10. Confidentiality: The Consultant acknowledges that it may receive confidential information from the County for use in connection with its performance of the Services. The Consultant further acknowledges that it may in the performance of the Services develop information, including facts, data,

and opinions, which are, or in the County's judgment should be, confidential or limited in terms of dissemination. The Consultant shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Services. All facts, data, and opinions developed by the Consultant in the course of its performance of the Services shall be deemed to belong to the County and no such facts, data, or opinions shall be disseminated to anyone for any purpose without the County's express written consent unless required by law.

Upon completion of the Services, Consultant shall return to the County all material the County supplied to the Consultant in connection with the performance of the Services.

11. Consultant's Insurance: The Consultant shall purchase, and maintain throughout the course of its performance under this Contract, such insurance as will protect the Consultant and the County from claims which may arise out of or result from the Consultant's operations under the Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. For liability insurance coverages, before the Consultant may commence any Services under this Contract, The Consultant must provide a certificate in a form satisfactory to the County showing that the County is named as an additional insured and that the coverage will not expire or be terminated without first giving the County thirty days' notice thereof.

The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.

a. Workers' Compensation and Employer's Liability. The Consultant shall maintain Workers' Compensation insurance that includes coverage for occupational disease, and Employer's Liability insurance, in amounts and coverage as required by the laws of Colorado.

b. Commercial General Liability Insurance. The Consultant shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

c. Automobile Liability Insurance. The Consultant shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

d. **THIS PARAGRAPH** APPLIES DOES NOT apply

Professional Liability (Errors and Omissions Liability) Insurance – At all times, Consultant shall maintain Professional Liability Insurance covering against liability for professional misconduct or lack of ordinary skill in the performance of professional duties in the performance of the Services by any entity and person for whom professional liability coverage is commonly available. In the event that the insurance is written on a claims-made basis, 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 the Services is completed. The insurance will have minimum limits of \$1 million per loss/aggregate.

Subcontractors: Before permitting any of its subcontractors to perform any Services under this Contract, the Consultant shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, insurance of the types and in the amounts as may be applicable to its Services, which type and amounts shall be subject to the approval of the County, or (b) insure the activities of its subcontractors in its own policy.

12. Warranties: The Consultant represents and warrants that:

a. It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Consultant to the County;

b. Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

c. If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado; and,

d. The execution, delivery and performance of this Contract by the Consultant does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other Contract, instrument or understanding by which the Consultant is bound or affected.

13. Consultant's Indemnity: Consultant shall indemnify and hold harmless the County, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Consultant's performance of the Services, including performance by anyone directly or indirectly employed by him or anyone for whose acts he may be liable. Notwithstanding the foregoing, each party is responsible for its own negligence as it relates to the provisions of this Contract.

14. Conflicts Of Interest: The Consultant shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Consultant certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

15. Termination for the Convenience of the County: The County may terminate this Contract, in whole or in part, for its convenience upon providing written notice, by delivery or by mail, to the Consultant. Upon such termination, the County shall be liable only for Services satisfactorily completed prior to the notice and for unavoidable expenses directly incurred for performance of those parts of the Services which have not been satisfactorily completed, provided that, at its sole option, the County may require that the Consultant complete particular tasks or subtasks. Upon termination Consultant shall deliver to the County all photographs, drawings, illustrations, text, data, and other documents entirely or partially completed, together with all material supplied to the Consultant by the County. Payment will be due within thirty (30) days after the Consultant has delivered the last of the partially completed documents, together with any records that may be required to determine the amount due.

16. Notices:

a. Key Notices. “Key Notices” under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection b, below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Consultant:

Enter Consultant’s Name.
Enter Consultant’s Address.
Enter Consultant’s Address.
Enter Consultant’s City, State & Zip.
Tel: Enter Consultant’s phone number.
E-mail: Enter Consultant’s email.

County:

Enter County Proj. Mgr’s Name.
Clear Creek County Enter Department.
PO Box Enter PO Box #.

Enter City, CO Enter Zip code.

Tel: Enter tele number.

E-mail: Enter email address.

With a copy to:

Clear Creek County Attorney

P.O. Box 2000

Georgetown, CO 80444

E-Mail: plichtman@clearcreekcounty.us

All Key Notices to the County shall include a reference to the Contract including the Consultant's name and the date of the Contract.

b. Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

17. Miscellaneous:

a. This Contract shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Contract shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.

b. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract on the basis of race, color, religion/creed, national origin, sex/gender, gender identity, gender expression, sexual orientation, ancestry, disability, pregnancy, age, veteran status, marital status, family status or political affiliation. The Consultant shall require all consultants to agree to the provisions of this subparagraph.

c. This Contract does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

d. The Consultant shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Services.

e. Governmental Immunity. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., all of which expressly are reserved by County. In addition, anything in

this Contract which purports to create a contractual obligation by County to do an act or be liable for something for which the County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

f. The Consultant shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Consultant is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Consultant.

g. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

18. Budget Appropriation: Notwithstanding anything to the contrary contained in this Contract, the County shall have no obligations under this Contract, nor shall any payment be made to the Consultant, in respect of any period or Services performed after any December 31 of each calendar year during the term of this Contract, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 *et seq.*), and the TABOR Amendment (Constitution, Article X, Sec. 20).

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

“COUNTY”
 COUNTY OF CLEAR CREEK, STATE OF
 COLORADO, By and Through its
 BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
 Enter name and title of signor

 Deputy Clerk and Recorder
 For Brenda L. Corbett
 Clear Creek County Clerk and Recorder

Approved as to form and
 legal sufficiency:

 Peter A. Lichtman
 County Attorney

“CONSULTANT”
 Enter Consultant’s Name.

By: _____
 Enter Signor’s Name.
 Enter Signor’s Title.

STATE OF COLORADO)
) ss
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, in their capacity as _____ of _____, a _____ corporation, on behalf of the corporation.

S E A L

 Notary Public
 My Commission Expires: _____

CONTRACT FOR Enter Type of services. SERVICES

EXHIBIT A

SCOPE OF THE SERVICES

Click or tap here to enter text.

CONTRACT FOR Enter Type of services. SERVICES

EXHIBIT B

RATES

Click or tap here to enter text.