



**PUBLIC NOTICE**

Pitkin County is accepting proposals to provide Services for the **Preliminary Design and Analysis of Broadband Services for Pitkin County Drainages (Phase II)**. More detailed information may be obtained by contacting:

Kara Silbernagel  
Pitkin County Administration  
530 E. Main St. 3rd Floor  
Aspen Colorado, 81611  
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kara.silbernagel@pitkincounty.com

or visit the Web: [www.aspenpitkin.com/rfp](http://www.aspenpitkin.com/rfp)

Proposals must be submitted via <http://www.rockymountainbidsystem.com> no later than **3:00 PM MST/MDT on October 30, 2015** to be considered.

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## **REQUEST FOR PROPOSALS**

# **PRELIMINARY DESIGN AND ANALYSIS OF BROADBAND SERVICES FOR PITKIN COUNTY DRAINAGES (PHASE II)**

### **GENERAL INFORMATION TO PROPOSERS**

#### **I. INTRODUCTION**

Pitkin County (hereinafter the "County") is requesting proposals from qualified parties for the Preliminary Design and Analysis of Broadband Services for Pitkin County Drainages (Phase II). The project includes asset identification, preliminary design, coverage analysis and cost analysis of a broadband network that will provide residents and businesses in unserved and underserved drainages of Pitkin County with competitively priced high speed data, internet, and voice services (hereinafter referred to as "broadband"). Due to the mountainous terrain of the area, the service area for this RFP extends beyond Pitkin County and includes some areas in Eagle, Garfield and Gunnison counties (see Attachment A).

The County is performing a preliminary design to both explore the costs and logistics of procuring the described services, while also evaluating alternative mixes of service offerings utilizing diverse technologies, including fiber and wireless networks with both traditional and non-traditional providers. As such, the County reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible respondent(s) as deemed in the best interest of the County, or to suspend the procurement if the desired outcomes are not achieved.

#### **BACKGROUND**

Broadband services in Pitkin County are severely limited, especially throughout the rural areas and drainages. In 2011, Pitkin County voters approved a referendum to research the extension of wireless and internet services when the technology is available and affordable. In 2012, the County established the Broadband Initiative to develop a cost-effective, sustainable, scalable, and modern broadband network for all areas of the County and service area and identified the rural areas as a top priority. The County recognizes that broadband is a critical service for public safety

and daily life, as is the case with roads, water, sewer, and electricity. Every home, business, non-profit organization, government entity, and place of education should have the opportunity to connect affordably, easily, and securely.

In 2014, the County released an RFP (Phase I) for a comprehensive needs and feasibility study to obtain information on the current and potential use of broadband throughout the region, identify public/private partnership models and develop a cost/benefit financial model. The County is issuing this RFP (Phase II) in order to identify a preliminary design and enter into a competitive selection process with entities from the private, nonprofit or governmental sectors in order to fulfill this community need in underserved and unserved areas.

Phase I and II seek to identify the stakeholders, partnerships, potential business models and key infrastructure improvements to make broadband a reality throughout the region. Both these phases specifically target research and preliminary architecture and network design. The proposed phases do not include the construction, expansion or maintenance of broadband networks and thereby are not subject to Senate Bill 152.

## **OVERVIEW**

The goal of this RFP (Phase II) is to perform design and analysis of broadband services throughout the rural areas of the Roaring Fork Watershed (“drainages”) and establish public, private and community partnerships as a key input in the development of a comprehensive broadband strategy. The project will result in a Preliminary Network Design and Deployment Plan that identifies and describes existing assets, connectivity solutions, preliminary engineering and construction cost estimates, estimated service pricing and geographical and operational recommendations for deploying and phasing the services to all drainages. The Plan will address the County’s objective to evaluate the following:

- Broadband connectivity for the general public and businesses to ensure economic development, increased access to broadband and digital inclusion for all members of the community;
- Improved broadband connectivity to support public safety and the delivery of municipal services; and
- Connected government to improve efficiency and reduce the cost of public administration.

The County recognizes that creating a feasible business case and positive ROI is challenging for private entities in such rural areas with low population densities and complex topologies and anticipates a dynamic, negotiated public/private partnership in proposals. The County believes that the viability of a providers’ proposed business case is enhanced by including services to the targeted unserved and underserved areas, including the town of Marble in the Crystal River drainage in Gunnison County, sections of Eagle County up the Frying Pan River and

segments of Garfield County in Missouri Heights. The County has identified underserved drainage areas to expand broadband services (see Attachment B).

## **COUNTY INFRASTRUCTURE**

Pitkin County operates eight mountaintop telecommunication sites across the region, stretching from Garfield County to Pitkin County (see Attachment A). The mountaintop sites provide TV and FM radio and public safety communications to the region using a repeater and microwave backhaul network. The County leases space at the tower sites to commercial companies that provide fixed wireless broadband and cellular phone services. These sites are resources available as part of the preliminary design, but must be operated and supported by the individual/firm. Attachment A also shows future mountaintop sites that will enter service in the next two years in support of migration to the State of Colorado Digital Trunked Radio System (DTRS).

The County is willing to grant, where possible, the Proposer with access to infrastructure assets and services that are owned or controlled by the County, and that will assist the Proposer in lowering overall risk by reducing the cost structure and shortening the design and construction schedule. These include, but are not limited to:

- Access to GIS data, street maps, maps of terrain, GPS coordinates and locating services;
- Access to necessary rights-of-way on property owned by the County and property on which it has an easement; and
- Access to county buildings, structures and switch locations for rack space and network equipment.

In addition to the eight County-owned mountaintop sites, there are other communication/public safety sites throughout the region that may be available to Proposers. A list/map of known telecommunication assets is attached (see Attachment C).

## **II. SCOPE OF WORK**

The County is soliciting proposals from contracting firms to develop a Preliminary Network Plan that will provide the best path and business model to expand broadband services to Pitkin County and the region's rural areas and drainages (see Attachment B). The scope of work encompasses sufficient Contractor effort to conduct a thorough assessment of existing assets and infrastructure, analyze and develop a preliminary network plan with cost estimates and define a rollout strategy. The scope of work also includes all services related to or necessary for the development of the deliverables and milestones as described in Table 1. The following tasks describe the County's expectations regarding the areas that should be addressed, at a minimum, in developing a Broadband Network Plan.

### **Task 1: Asset Review**

Prepare an inventory of existing assets, services and infrastructure in the Pitkin County drainages (see Attachment B). This includes not only the existing telecommunications infrastructure, but other physical assets such as publicly-owned communications towers, trails and rights-of-way, government centers and proximity to major fiber off-ramps and points-of-presence. Infrastructure may include, but is not limited to, existing conduit, fiber, utility poles, rack space, nodes, governmental buildings, other facilities or switch locations and other assets and services identified by the Contractor. In addition, identify the ownership and access to existing fiber, conduit, rights of way or other assets.

### **Task 2: Network Plan**

Develop a preliminary design of a broadband telecommunications network outlining the type of technology (fiber-optic cable [aerial or buried], wireless, other state-of-the-art technology or combination of the above) and include preliminary cost estimates for construction of the proposed solutions. This element also includes GIS mapping of the following: a) existing telecommunications infrastructure, b) areas of need, and c) proposed infrastructure routes of drainage solutions. The design should include the following information:

- Technologies proposed and the limitations of each technology, and if a variety of technologies are contemplated, a discussion of the factors likely to influence the choice of technologies.
- As much detail as possible regarding the network design including, but not limited to: network design criteria, network elements, connection points, architecture, protocols, system reliability, availability, and operations and maintenance.
- Network performance characteristics, including the range of offerings, the capacity and other factors relevant for each proposed solution. For wireless solutions, provide coverage analysis and coverage maps showing terrain and potential interference or dead-zones.
- A description of proposed service offerings that the Provider anticipates offering to institutional, business and residential customers.
- A through cost analysis for each drainage to include design and engineering, capital expenses and construction costs. The analysis should identify all key assumptions underlying the calculations including basis of estimates.

### **Task 3: Deployment Plan**

Develop a Deployment Plan with a discussion of the anticipated rollout strategy, scope and timing of the proposed rollout. The discussion should identify the levels of committed demand necessary to trigger rollout obligations and any factors likely to influence the scope or timing of the rollout, and explain how those factors impact

the strategy. Include a projected timeline for all drainages listed in Attachment B with full build-out achieved in five (5) years.

**Period of Performance**

120 days from contract award.

**Deliverables**

The deliverables and milestones are shown in Table 1.

**Table 1 - Deliverables and Milestones**

<b>Deliverable / Milestone</b>	<b>Due Date</b>	<b>Description</b>
<b>Kickoff Meeting</b>	14 days after award	Present project schedule and work plan.
<b>Bi-Weekly Status Meetings</b>	Every 14 days	Tele-conference meetings to discuss status, issues and concerns.
<b>Monthly Status Reports</b>	Every 30 days	Prepare activity, progress and status reports.
<b>Asset Review</b>	45 days after award	Present findings on assets, services and infrastructure.
<b>Network Plan</b>	90 days after award	Prepare preliminary network plan with cost estimates.
<b>Deployment Plan</b>	110 days after award	Prepare deployment plan with rollout strategy.
<b>Final Report</b>	120 days after award	Prepare final report to include executive summary and cost analysis.
<b>Final Presentation</b>	120 days after award	Present recommendations to Board of County Commissioners

**III. SELECTION PROCESS**

The County is required by the terms of the Pitkin County Procurement Code to conduct a competitive selection process to select a Contractor for the above-described proposal. This process shall be through formal proposals submitted in response to this Request for Proposals.

**A. SUBMISSION REQUIREMENTS**

A proposal must contain the following, referenced by number and in the order below:

1. Cover Letter - summarize the proposal and include contact information: name, address, daytime phone number(s), fax number and e-mail address for person(s) to whom additional selection process requests should be

communicated.

2. Qualifications - of individual/firm(s) including background and experience. Describe current work load and priority of the Project as it relates to overall workload.
3. Project/Network Experience - provide a description of related project experience (minimum of 2) including individual/firm's resources and activities as they relate to knowledge of high-availability network operations. Provide a summary of individual/firm's quality metrics and results.
4. Project Team - Identify the key individuals, including sub-consultants if applicable, who are proposed to be part of the team, along with their qualifications and experience. The information should include the expected amount of involvement and time commitment for each of these individuals.
  - (i) Describe the motivations for wanting an eventual partnership with the County on this project.
  - (ii) Describe the team's alignment with Pitkin County's Broadband Network goals.
  - (iii) Provide evidence the Project Team sees the long-term benefits of keeping their ROI balanced with end user price and quality of service.
5. Approach to Plan - describe the techniques, approaches and methods to be used in developing the Network Design and Deployment Plan. This should include:
  - (i) A description of the work program, deliverables and activities.
  - (ii) An outline of the proposed work plan should accompany the narrative.
  - (iii) Any recommended revisions to the list of tasks should be described here.
  - (iv) A description of how the County can utilize its assets, resources and internal funds to meet "in the middle" with an emphasis on keeping the County's costs down while still creating a positive ROI for Proposer(s).

It is the responsibility of the proposer to assess and define the appropriate number, type, and hours of its staff required to complete the project within the schedule.

6. Project Schedule - a description of the chronology for completing the work, including a timeline, and deadlines for each task. Provide examples of experience in phased projects where multiple partners may be involved in a complex, overall project.

7. Costs - a detailed cost proposal including travel costs, reimbursables and other expenditures.
8. Professional References - provide a minimum of three (3) professional references. The name, address, telephone number and email for a contact person for the company/organization must be provided, along with a brief description of the services provided.
9. Insurance - provide a summary of the individual's/firm's insurance coverage, including public liability, property damage, workers' compensation, automobile, and professional liability. See Section 13 of the Contract for Provision of Services (Attachment D) for specific information regarding insurance coverage required by Pitkin County.
10. Contract for Provision of Services – note any exceptions or objections to the terms and conditions of the Contract for Provision of Services (Attachment D).

All responses must provide, at a minimum, all requested information in this document. Any portion not included will be cause of elimination from the quote process. Each response will be reviewed to determine if it is complete prior to actual evaluation. The County reserves the right to ask for clarification or additional information from any proposer. The proposal should include contact information for the purpose of asking for clarification. The County reserves the right to reject any or all proposals.

During the Request for Proposal selection process, all proposals shall remain confidential. The entire selection process (procurement) file shall be available to the public (which includes all Proposers) after an agreement is approved by the County, except those items for which confidentiality has been requested in writing by the Proposer, and providing that the County Attorney has reviewed and determined this to be the properly confidential under the State Open Records Act and other relevant statutes and regulations.

## B. QUESTIONS

Questions about this RFP and the project should be directed to:

Kara Silbernagel  
Pitkin County Administration  
530 E. Main St. 3rd Floor  
Aspen Colorado, 81611  
(970) 920-5208  
[kara.silbernagel@pitkincounty.com](mailto:kara.silbernagel@pitkincounty.com)

All questions and comments must be received by COB September 18, 2015. All questions, comments and responses will be posted by September 25, 2015 on <http://www.aspenpitkin.com/rfp> in addendum format.

#### C. TIME SCHEDULE

The County will endeavor to use the following timetable:

- 31Aug2015 Request for Proposals publicly advertised, posted on County website and/or direct solicitations distributed.
- 18Sep2015 Deadline for all questions
- 25Sep2015 All questions, comments and responses to questions posted by the County at <http://www.aspenpitkin.com/rfp>
- 30Oct2015 **PROPOSALS MUST BE SUBMITTED VIA <http://www.rockymountainbidsystem.com/> NO LATER THAN 3:00 PM MST/MDT**
- 12Nov2015 Meeting of Selection Committee; checking of references; selection of proposers to interview if necessary
- 30Nov2015 Interview with short-listed Proposers if necessary (week of)
- 07Dec2015 Contract negotiations (week of)
- 18Dec2015 Contract Award and Unsuccessful Bidder letter to all proposers

#### D. EVALUATION CRITERIA AND WEIGHING

Selection of the "short-listed" Proposers to be interviewed and/or the selection of the top-ranked Proposer will be based upon the following criteria and relative importance:

1. Approach to Project 50 %
  - a. Completeness of the response to the RFP - 10%
  - b. Project and network experience (including knowledge of traditional and non-traditional broadband delivery) - 10%
  - c. Qualifications of individual/firm & project team philosophy - 10%
  - d. Approach to Plan and innovative strategies - 20%
2. List of Similar Projects 20 %

The Proposer shall submit examples of work with governmental agencies and work of similar size and type.

3. Estimated Costs of Services 15 %

The Proposer shall list all costs assumed necessary to provide completed product, including cost of sub-contractors, consultants, reimbursables, and other expenditures. The Proposer shall provide a list of standard hourly rates for personnel anticipated to complete Project.

4. References 15 %

Proposer shall provide a list of references, including prior clients, especially any governmental agencies or entities

E. CONTRACT

Upon selection of a top-ranked Proposer, negotiations will commence immediately for a Contract with terms to be consistent with this Request for Proposals and the information included herewith.

**INSTRUCTIONS TO PROPOSERS  
FOR PITKIN COUNTY CONTRACTS**

For the Project Entitled: Preliminary Design and Analysis of Broadband Services for Pitkin County Drainages (Phase II)

Date of Proposal Opening: August 31, 2015

1. a. A "Proposal" is a responsive, conforming, unconditional, complete, legible and properly executed offer on the Pitkin County Proposal Form to do the work called for in the Request for Proposals ("RFP").
- b. Proposals must be submitted in sealed envelopes or electronically in PDF format and submitted at the time and place designated in the RFP. Proposal envelopes and electronic submissions must be clearly marked on the front of the envelope or in the electronic submission as a "sealed proposal" with the project name and the name, contact person, mailing address and telephone number of the Proposer. For both paper and electronic submissions, the County reserves the right to request verification of any original or electronic signature at any time before issuing a Notice of Award.
- c. It shall be the responsibility of the Proposer to ensure that the Proposal is in proper form and in the County's possession by or before the scheduled time and date of public Proposal opening. Proposals will not be accepted after the scheduled time and date of opening. Any Proposals received late will be returned to the Proposer unopened, if possible. In the event that it is impossible to determine who the late Proposer is unless the envelope is opened, the envelope will be opened, the address determined, and the envelope and Proposal returned immediately to the Proposer.
- d. If specified in the Request for Proposals, parties who request packages of proposal documents will be required to pay a fee for the document package. All parties who request packages must provide the name of the potential Proposer, along with the name of a contact person, address, telephone number, fax number and email address for the purpose of dissemination of Addenda or additional proposal information.
- e. If a mistake is made or discovered at or after the public opening, the County reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the County, in its sole discretion, shall make the decision whether to accept or reject the Proposal. No advantage shall be taken by either party of manifest clerical errors or omissions in the Proposal documents or the Request for Proposals (and plans and specifications). All Proposers are required to notify the County immediately of any errors of omissions that may be encountered. (See 2.a. and 2.c., below).
- f. The signer of the Proposal must initial any alteration or erasure. If provided on the required Proposal Form, the proposal price of each item must be stated in numerals and words; in case of a conflict, the words will control. In case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum will control.

- g. No reimbursement will be made by the County for any costs incurred in the preparation of a statement of qualifications, Proposals, or attendance at a site inspection, pre-bid conference or interviews.
  - h. No person, firm, corporation or other entity shall be allowed to make, file or be interested in more than one Proposal for the same work, unless alternate proposals are called for. A person, firm, corporation or other entity who has submitted a subproposal to Proposer, or who has quoted prices on materials to a Proposer, is not hereby disqualified from submitting a subproposal or quoting prices to other Proposers.
- 2.
- a. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Proposal or Contract Documents, or finds discrepancies, errors, ambiguities, inconsistencies, incompleteness or omissions in the Drawings or Specifications or the proposal process, he/she must submit to the Procurement Officer a written request for an amplification, clarification, explanation, interpretation or correction thereof. Failure to do so shall constitute: (1) acceptance by the Proposer of the Drawings, Specifications or other Proposal or Contract Documents as is, and (2) a waiver by the Proposer of any and all claims arising, or that might arise, out of such discrepancies, errors, ambiguities, inconsistencies, incompleteness or omissions.
  - b. Proposers may propose substitute materials or techniques if such substitution is equal to or better than the materials or techniques described in the RFP and if the substitution has been submitted in writing at least ten (10) days prior to the public Proposal opening. The burden of proof of equality or superior quality is on the Proposer. If accepted as equal by the County in its discretion, the substitute will be designated as an alternative on a formal addendum distributed to all Proposers at least three (3) days prior to the deadline for Proposal submission.
  - c. Any amplification, clarification, explanation, interpretation or correction of the documents will be made only by written Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Proposal Documents. Delivery, as used in these Instructions, shall include electronic delivery through e-mail, facsimile, web-posting or other electronic means. Neither the Owner nor the Procurement Officer will be responsible for any information, representations, explanations or interpretations of the Contract Documents not in written addenda.
  - d. The County reserves the right to call a pre-proposal conference; if called and conducted, a summary of the pre-proposal conference will be mailed or electronically delivered to all parties receiving a set of Proposal documents.
  - e. On request, the County will provide each Proposer access to the site to conduct, at Proposer's sole cost, such inspections, tests and investigations as each Proposer deems necessary for submission of a Proposal. No information provided by County representatives at such a site inspection shall be deemed a waiver of the requirements of 2.a. and 2.c., above.
  - f. Any Addenda issued during the time of the Proposal process, or forming a part of the Proposal Documents, shall be covered in the Proposal, and shall be considered a part of the RFP. Receipt of each Addendum shall be acknowledged in the Proposal.

- g. If specified in the RFP, a request for qualifications may precede the RFP process.
- 3.
- a. Each Proposal, if required by the Proposal Documents, shall be accompanied by a certified check or bid bond in a form acceptable to the County Attorney, in an amount specified, payable without condition to the County as a guarantee that the Proposer, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal, and will furnish, if required by the Proposal, good and sufficient bonds for the faithful performance of the Contract and for the payment to all persons supplying labor and material for the work (see 10.a., below). The Proposal guaranties of all parties except the three highest scoring Proposals will be returned promptly after the opening of Proposals. After execution of the Contract and issuance of a Notice to Proceed, the remaining two Proposers' guaranties will be returned.
  - b. Proposer also, if required by the Proposal Documents, will fully complete and submit with the Proposal a Pitkin County Qualification Statement, or an updated Statement if one is already on file. Pitkin County reserves the right to pre-qualify Proposers based on said qualification statements.
  - c. Proposer also must submit with the Proposal a list of subcontractors, independent contractors and suppliers to be employed under the Contract. If the County has a reasonable objection to any such subcontractor, independent contractor or supplier, it shall notify the Proposer and the Proposer may then: (a) withdraw the Proposal; or (b) substitute an acceptable contractor or supplier. If required by the Contract Documents, subcontractors, independent contractors and/or suppliers may be required to submit a Contractor's Qualification Statement.
  - d. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
  - e. Proposals by partnerships or limited liability companies ("LLC") must be executed in the partnership or LLC name and signed by a partner, authorized LLC officer, whose title must appear under the signature and the official address of the partnership or LLC must be shown below the signature. The state in which the entity was formed and whose law governs the entity shall be shown below the signature.
  - f. All names must be typed or printed below the signature.
- 4.
- a. Proposer acknowledges that this proposal is solicited and submitted subject to the requirements of the "Pitkin County Procurement Code," (Ordinance #026-2005, as amended by Ordinance #03-2007 (copies available on the Pitkin County website at [http://www.aspenpitkin.com/Portals/0/docs/county/countycode/procurement\\_code\\_07.pdf](http://www.aspenpitkin.com/Portals/0/docs/county/countycode/procurement_code_07.pdf) or upon request for a nominal charge). As such, the Proposer agrees to comply with all applicable requirements of said Procurement Code relating to proposing, contract drafting, contract administration and ethics. The requirements of the Procurement Code are incorporated herein by this reference.

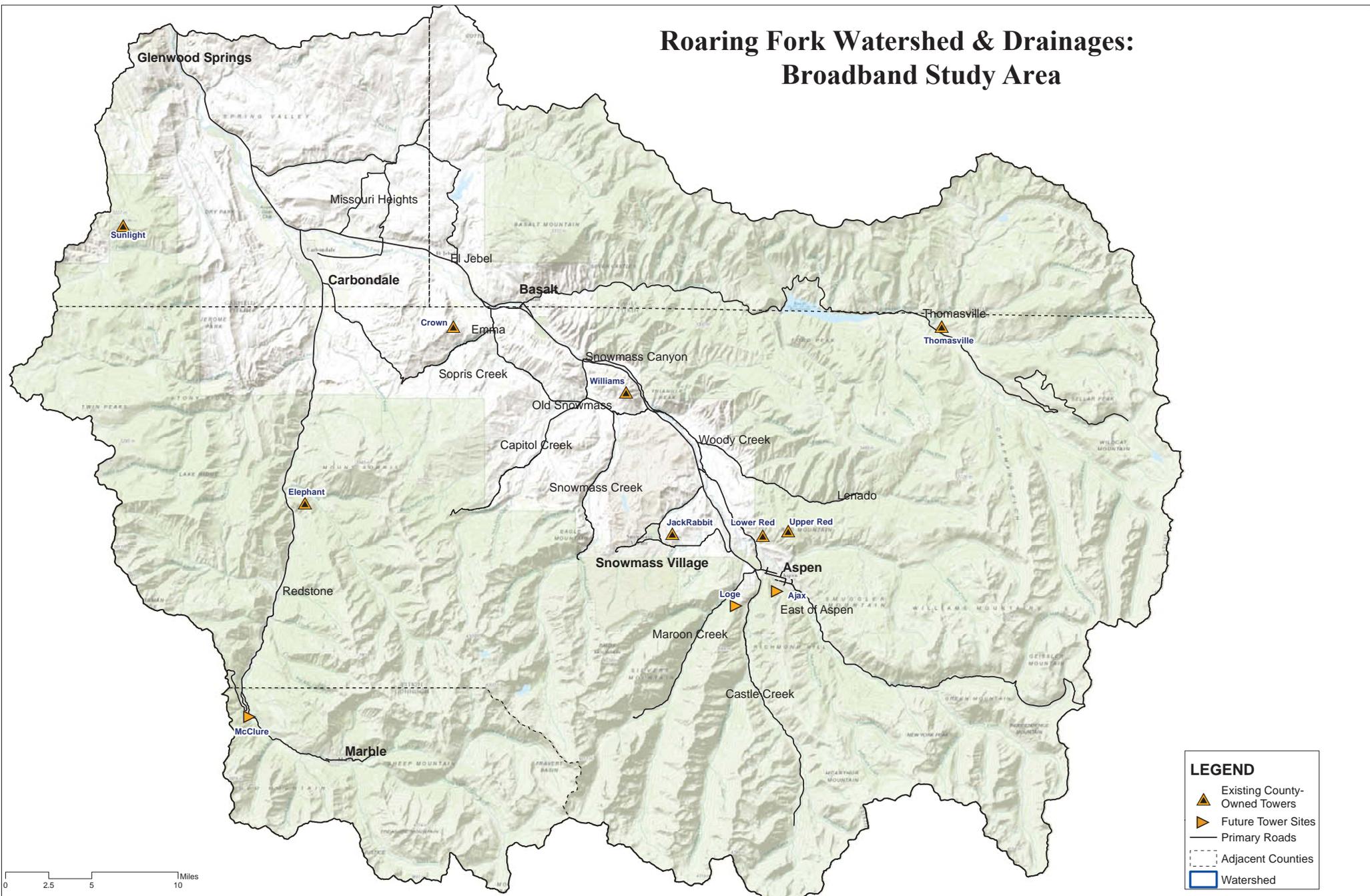
- b. The Proposer shall immediately notify the County Manager in writing of any violation of said Code by the County's employees or agents, which violation is known or should have been known by Proposer, and failure to so notify the County of violations within five (5) days of knowledge of such violations shall disqualify the Proposer from award of the Contract being proposed and shall be deemed as a waiver of any action or defense that the Proposer may have against the County by reason of such violation of the Procurement Code. Scaled
  - c. The submission of a Proposal shall be conclusive evidence and legal admission that the Proposer: (1) has no questions, complaints or objections in connection with the Proposal process and/or documents, subject to any requests made by Proposer for amplification, clarification, explanation, interpretation or correction pursuant to Paragraph 2.a. and 2.c., above; (2) has no questions, complaints or objections as to the completeness, sufficiency, scope or detail of the Proposal Documents; and (3) has full knowledge of the scope, nature, quality and quantity of work to be performed, the detailed requirements of the Proposal Documents including any and all contract documents, the plans and specifications, the site and conditions under which the work is to be performed, the Pitkin County Procurement Code and applicable Colorado law.
- 5.
- a. All Proposals will be opened and read in public by name of Proposer only. No Proposals may be withdrawn after the beginning of the public opening. The County, in its sole discretion, may delay a Proposal opening for no longer than two (2) business days if weather or other circumstances beyond control of Proposers results in delay in receipt of Proposals. Proposals may be withdrawn at any time prior to the beginning of the public opening or modified by a document executed and delivered in a form substantially similar to the Proposal Form prior to opening.
  - b. All Proposals submitted must be valid for a minimum period of sixty (60) days after the date of the Proposal opening. During this time, Proposers are investigated, and Proposals are evaluated.
- 6.
- a. Proposals will be awarded to the highest scoring Proposer complying with the terms, conditions, guidelines, selection criteria, plans and specifications presented in the Request For Proposals.. All rights are reserved by the County to determine, in the County's sole reasonable discretion, whether the Proposal meets the needs or a purpose intended and is within the project budget.
  - b. Although price may be a major consideration in the selection of a Proposal, the County does not award on price alone. The County may also consider the quality of product as judged by the County; past experience with Proposers, subcontractors, independent contractors, products or suppliers; qualifications of the Proposers and/or subcontractors, independent contractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar considerations, all as specified in detail in the RFP.
  - c. The County reserves the absolute right to conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the Proposers and proposed subcontractors, independent contractors and suppliers. The purpose of such investigation is to satisfy the County that the Proposer has the experience, resources and commercial reputation

necessary to perform the work and support any warranties in accordance with the Contract Documents in the prescribed manner and time.

- d. The County, at its sole discretion, may require the apparent successful Proposer to demonstrate, at a place and time designated by the County, that the Proposal meets the performance criteria specified, or to otherwise provide documented proof from independent reliable sources acceptable to the County that said performance criteria will be met prior to final acceptance of the Proposal. The burden of proof of such a demonstration is on the Proposer. In the event that the apparent successful Proposer fails to demonstrate or provide acceptable proof of meeting required performance criteria, that proposal will be rejected and the next eligible Proposer in the selection ranking will be invited to participate in the same process until a proposal meeting performance criteria is found within the ranking of eligible Proposers. The County reserves the rights to reject any or all Proposals or to otherwise accept the Proposal which in the County's sole discretion is in the best interest of the County.
  - e. Pitkin County reserves the right, if it deems such action to be in the best interests of the County, to reject any and all Proposals or to waive any irregularities or informalities therein. Any incomplete, conclusory, false or misleading information provided by Proposer shall be grounds for rejection of the proposal. If proposals are rejected, the County further reserves the right to investigate and accept the next best proposal in order of ranking or to reject all proposals and re-solicit for additional proposals.
  - f. Any questions or disputes involving the documents or procedures not covered by these Instructions or other Proposal Documents shall be resolved by the Procurement Officer on the basis of fairness, custom in the industry, maximization of competition and best interests and convenience of the County.
7. Issuance of Notice of Award, execution of Contract Documents and issuance of a Notice to Proceed shall be as specified in the Contract Documents.
  8. Contracts will be executed on standard Pitkin County Contract documents and/or by separate agreement with the Proposer. Copies of any applicable standard forms are included with the Proposal Documents. The County reserves the right to negotiate with the Proposer for contract terms not specified in the Proposing Documents. Any changes from the Pitkin County standard form contract may result in a delay in the issuance of a Notice to Proceed in order to obtain any necessary County Attorney review of changes from the standard form. Proposer agrees that any such delays shall not be grounds for either additional compensation or an extension of time to complete the work that is the subject of the Proposal.
  9. If the contract awarded as a result of a Proposal extends beyond the calendar year, nothing herein shall be construed as an obligation by the County beyond any amounts that may be, from time to time, appropriated by the County on an annual basis. It is understood that payment under any Contract is conditional upon annual or supplemental statutory appropriation of funds by said governing body and that before providing services, the Proposer, if he/she so requests, will be advised as to the status of funds appropriated for services or materials and shall not be obligated to provide services or materials for which funds have not been appropriated.

# Attachment A

## Roaring Fork Watershed & Drainages: Broadband Study Area



**Attachment B**  
**Broadband Region Drainages & Unserved Areas**

<b>Drainage</b>	<b>Distance from Existing Infrastructure</b>	<b>Households</b>	<b>Notes</b>
<b>East of Aspen</b>	4 miles Downtown Aspen to Popcorn Lane via Hwy 82	44	East of N. Star Lane to Difficult Campground (Additional 10 if you include N Star subdivision)
<b>Castle Creek</b>	11 miles Aspen Chapel to Lower Express Creek via Castle Creek Rd	87	Music School to Toklat & Lower Express Creek
<b>Maroon Creek</b>	8 miles Aspen Chapel to T Lazy 7 Ranch via Maroon Creek Rd	222	Highlands to T Lazy 7
<b>Lenado</b>	30 miles Woody Creek Rd and Little Woody Creek	38	Woody Creek Road to Lenado and Little Woody Creek Rd from Woody Creek Post Office
<b>Woody Creek / Snowmass Canyon</b>	16 miles Upper and Lower River Roads	238	Woody Creek Post Office to Snowmass Conoco
<b>Capitol Creek</b>	5 miles Old Snowmass Rd to Rose Spur & Elk Creek via Capitol Creek	253	Old Snowmass Rd and everything W of the "T"
<b>Snowmass Creek</b>	7 miles Old Snowmass Rd to Shield-O-Mesa via Snowmass Creek	106	Old Snowmass Rd and everything E of the "T"
<b>Frying Pan</b>	28 miles Basalt to Norrie Colony E of Thomasville via Frying Pan Road	387	
<b>Emma</b>	7 miles Emma schoolhouse to Bear Ridge Road via E Sopris Creek	61	Household numbers from E & W Sopris Creek intersection to Bear Ridge Road
<b>Sopris Creek</b>	12 miles Hwy 82 to Hwy 133 via W Sopris Creek & Prince Creek	52	Backside of Sopris from Hwy 133 to Emma
<b>Missouri Heights</b>	15 miles Hwy 82 & El Jebel Road to Hwy 82 & Cattle Creek Rd	781 <i>(includes undeveloped lots)</i>	Upper Cattle Creek Rd (N of El Jebel Road) to Cattle Creek Road & Hwy 82 NW of Carbondale
<b>Crystal River</b>	16 Miles KOA south to CR 3 via Hwy 133	431	Crystal River Corridor along Hwy 133
<b>Marble</b>	7 miles Hwy 133 to East of Beaver Lake via CR 3	412	From Hwy 133 & Hwy 3 intersection to the Beaver Lake east of Marble

*(See Attachment A for map of Drainages)*

**Attachment C  
 Pitkin County Assets**

<b>Site Name</b>	<b>Known Use</b>	<b>Owner</b>	<b>Height</b>	<b>Facility (sq-ft)</b>
<b>Crown Mountain</b>	Translator/Comms	Pitkin / Trans	18.3 m	880
<b>Elephant Mountain</b>	Translator/Comms	Pitkin / Trans	18.3 m	96
<b>Jackrabbit Ridge</b>	Translator/Comms	Pitkin / Trans	12.2 m	144
<b>Red Mountain (Upper)</b>	Translator	Pitkin / Trans	19.8 m	175
<b>Red Mountain (Lower)</b>	Translator/Comms	Pitkin / Trans	15.2 m	120
<b>Sunlight</b>	Translator/Comms	Pitkin / Trans	35.1 m	240
<b>Thomasville Peak</b>	Translator/Comms	Pitkin / Trans	18.3 m	48
<b>Williams Hill</b>	Translator/Comms	Pitkin / Trans	15.8 m	60
<b>Logis Peak</b>	Communications	Pitkin / Comms	unknown	24
<b>Red Hill</b>	Communications	Pitkin / Comms	unknown	24
<b>Ajax Mountain</b>	Communications	Pitkin / Comms	unknown	150
<b>Sunlight</b>	Communications	Holy Cross	unknown	
<b>Thomasville Fire Dept.</b>	Communications	Other	unknown	
<b>Redstone</b>	Communications	Other	unknown	
<b>Ruthies</b>	Communications	Other	unknown	
<b>Hunter Creek Water Plant</b>	Communications	Other	unknown	
<b>Marble</b>	Communications	Other	unknown	
<b>Independence Pass</b>	Communications	Other	unknown	
<b>Basalt Fire Station 41</b>	Communications	Other	unknown	
<b>Basalt Fire Station 42</b>	Communications	Other	unknown	
<b>Aspen Valley Hospital</b>	Communications	Other	unknown	
<b>Snowmass Police Dept.</b>	Communications	Other	unknown	
<b>Juniper</b>	Communications	Other	unknown	
<b>Royer Site</b>	Communications	Other	unknown	

**ATTACHMENT D**



**CONTRACT FOR PROVISION OF SERVICES**

**PRELIMINARY DESIGN AND ANALYSIS  
OF BROADBAND SERVICES  
FOR PITKIN COUNTY DRAINAGES (PHASE II)**

THIS CONTRACT is made and entered by and between the Pitkin County Board of County Commissioners (“County”) and **(INSERT NAME AND ADDRESS OF CONTRACTOR/ CONSULTANT—USE CORRECT LEGAL ENTITY)** (hereinafter “Contractor”).

1. **Term.** The term of this contract is from \_\_\_\_\_ to \_\_\_\_\_. **[At the expiration of the initial term, the contract may be extended for an additional term of \_\_\_\_\_ years by the express written consent of both parties. (use as needed)**
2. **Contractor’s Obligations.** Contractor shall **(INSERT CONTRACTOR’S OBLIGATIONS IN DETAIL-REFER TO SCOPE OF SERVICE IF APPLICABLE).**
3. **Compensation and Expenses, Invoicing, Payment and Offset.** The County shall compensate Contractor for its services in accordance with the Project Budget and Schedule set out in Paragraph 2. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the sum of \$ \_\_\_\_\_ for all services rendered. By contract or amendment, the County and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged. Contractor shall invoice for the project monthly based on hours worked, with payment expected within thirty (30) days of invoice, but any payment by the County may be offset by any amount the Contractor owes the County for any reason.
4. **County’s Exclusive Ownership of Work Product.** Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this contract shall be the property of the County. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes. Contractor assigns to County the copyrights to all work prepared, developed, or created pursuant to this contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Contractor shall have right to use materials

produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.

5. Pitkin County's Obligations. Pitkin County shall administer this contract through a County Representative. (PROCUREMENT OFFICER) will manage the project as the County's Representative. In the event that (PROCUREMENT OFFICER) is not available, (ALTERNATE PERSON, IF APPLICABLE) shall assume the County Representative's duties. The services provided and products delivered by the Contractor under this contract will be subject to review by the County's Representatives, or a designee, for compliance with Contractor's obligations prior to final payment.

6. Termination Prior to Expiration of Contract Term. The County has the right to terminate this contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this contract shall become the County's property. Contractor shall be entitled to receive compensation in accordance with the contract for any satisfactory work completed pursuant to the terms of this contract prior to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor.

7. Independent Contractor Status.

A. The parties to this contract intend that the relationship between them contemplated by the contract is that of independent contractor. Contractor, and any agent, employee, or servant of Contractor shall not be deemed to be an employee, agent, or servant of Pitkin County.

B. Contractor is not required to offer his services exclusively to Pitkin County under this contract. Contractor may choose to work for other individuals or entities during the term of this contract, provided that the basic services and deliverable products required under this contract are submitted in the manner and on the schedule defined under this contract.

C. Contractor warrants that all work produced will conform to all applicable industry standard of care, skill and diligence in the performance of Contractor's obligations under this contract.

D. Contractor shall not attempt to oversee or supervise the work or actions of any Pitkin County employee, servant or agent in the course of completing work under this contract.

E. Contractor is not entitled to any Workers' Compensation benefits through Pitkin County and is responsible for payment of any federal, state, FICA and other income taxes.

8 Assignability. This contract is not assignable by either party. Any use of subcontractors by the Contractor for performance of this contract must be accepted in writing by the County.

9. Binding Arbitration. Any disputes arising out of this contract shall be subject to binding arbitration. The parties agree that any disputes concerning the terms and conditions of this contract shall be submitted and finally settled by arbitration. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association and shall be presided over by the Pitkin County Hearing Officer appointed to arbitrate Pitkin County contract disputes. Costs of the arbitration shall be awarded to the substantially prevailing party.

10. Severability. In the event that any provision of this contract shall be held to be invalid or unenforceable, the remaining provisions of this contract shall remain valid and binding upon the parties hereto

11. Integration and Modification.

A. This contract represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or contract, either written or oral. This contract may be amended only by written contract signed by both the County and the Contractor.

B. The County may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and upon execution shall become part of this contract.

12. Indemnity.

A. The Contractor agrees to indemnify, hold harmless and, not excluding the County's right to participate, defend the County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, volunteers, and any jurisdiction or agency issuing permits for any work included in the project, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the County.

B. The Contractor further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related hereto at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

13. Insurance. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this

Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A. Coverage and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Statutory Workers’ Compensation: Colorado statutory minimums

a. Policy shall contain a waiver of subrogation against the County.

b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers’ Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers Liability)	\$ 500,000
	\$ 500,000
	\$ 500,000

2. Commercial General Liability – ISO 1CG 0001 form or equivalent.  
*(With County named as an additional insured)*

Minimum Limits:

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000

Medical Payments (Any One Person) \$ 5,000

Coverage to include:

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Project(s) General Aggregate Limit, ISO CG 2503 (1997 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO CG 2037 (2004 Edition or equivalent)
- The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above:  
“County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

3. Auto Liability: Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

4. Special Coverages (*check as appropriate and insert amount*):

- (1) Performance Bond \$ \_\_\_\_\_
- (2) Professional Errors and Omissions
- (3) Aircraft Liability
- (4) Owner’s Protective
- (5) Builder’s Risk
- (6) Boiler and Machinery
- (7) Loss of Use Insurance
- (8) Pollution Liability
- (9) Crime, including Employee Dishonesty Coverage, or Fidelity Bond

B. Proof of Insurance:

1. Each insurance policy required by the insurance provisions of 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. Such notice shall be sent directly to (County Representative's Name & Address). If the insurance carrier will not provide the required notice, the Consultant/Contractor and or its insurance broker shall notify the County of any cancellation, or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurers' notification to that effect. Simultaneously with the Certificates of Insurance, the Contractor shall file with the Procurement Officer a certified statement as to claims pending against the required coverages, reserves established on account of such claims, defense costs expended and amounts remaining on policy limits.

2. In addition, these Certificates of Insurance shall contain the following clauses:

- a. The contractor's insurance shall be primary and non-contributory with any insurance or self insurance purchased by the County.
- b. The insurance companies issuing the policy or policies hereunder shall have no recourse against the County of Pitkin for payment of any premiums or for assessments under any form of policy.
- c. Any and all deductibles or self insured retentions in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole expense of the Contractor.
- d. Location of operations shall be: "all operations and locations at which work for the referenced Project is being done."

3. Certificates of Insurance for all renewal policies shall be delivered to the County's Representative at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on the expiration date of this contract or thereafter.

4. The County reserves the right to request and receive a copy of any policy and any policy endorsement at any time during the term of this contract.

14. Exemptions and Preferences. All purchases of construction or building or any other materials for this contract shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. Pitkin County is exempt from such taxes under registration numbers 98-02624 and 84-78000-5K.

15. Records. The Contractor shall maintain comprehensive, complete and accurate books, records, and documents concerning its performance relating to this contract for a period of three (3) years after final payment under the contract and the County shall have the right within the three (3) year period to inspect and audit these books, records and documents, upon demand, in a reasonable manner and at reasonable times, for the purpose of determining, by accepted accounting and auditing standards, compliance with all provisions of the contract and applicable law.

16. Contract Made in Colorado. The parties agree that this contract was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

17. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this contract beyond the arbitration described in Paragraph 9, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees.

18. Governmental Immunity. Contractor agrees and understands that Pitkin County is relying on and does not waive, by any provision of this contract, the monetary limitations or terms (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Pitkin County or any of its officers, agents or employees. Further, nothing in this contract shall be construed or interpreted to require or provide for indemnification of the Contractor by the County for any injury to any person or any property damage whatsoever which is caused by the negligence or other misconduct of the County or its agent or employees.

19. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of Pitkin County. Pitkin County's obligations under this contract are subject to Pitkin County's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provisions of the contract shall constitute a mandatory charge or requirement in any ensuing fiscal year beyond the then current fiscal year of Pitkin County. No provision of the contract shall be construed or interpreted as creating a multiple-fiscal year direct or indirect debt or other financial obligation of Pitkin County within the meaning of any constitutional or statutory debt limitation. This contract shall not directly or indirectly obligate Pitkin County to make any payments beyond those appropriated for Pitkin County's then current fiscal year. No provisions of this contract shall be construed to pledge or create a lien on any class or source of Pitkin County's moneys, nor shall any provision of this contract restrict the future issuance of Pitkin County's bonds or any obligations payable from any class or source of Pitkin County's money.

20. Notice. Any written notice required by this contract shall be deemed delivered through any of the following: (1) hand delivery to the person at the address below; (2) delivery by facsimile with confirmation of receipt to the fax number below; or (3) within three (3) days of being sent certified first class mail, postage prepaid, return receipt requested addressed as follows:

- A. **To Pitkin County** \_\_\_\_\_ with copies to:  
\_\_\_\_\_ **Pitkin County Attorney's Office**  
**530 E. Main Street, #302**  
**Aspen, Colorado 81611** **Aspen, Colorado 81611**  
**Fax \_\_\_\_\_** **Fax: (970) 920-5198**
- B. **To Contractor:**

21. Public Contracts for Services and Public Contracts with Natural Persons. In conformance with the provisions of C.R.S. § 8-17.5-101 and 102, as amended and C.R.S. § 24-76.5-101, as amended

**PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Services Contract # 222.2015  
Budget Line Item # 003.77.95532.82000

IN WITNESS WHEREOF, the parties have executed this contract as of the date first set out herein above.

CONTRACTOR: \_\_\_\_\_.

By: \_\_\_\_\_

Title \_\_\_\_\_

Date

PITKIN COUNTY, COLORADO:

By: \_\_\_\_\_

Authorized Signer

Date

By: \_\_\_\_\_

County Manager

Date

**IF A NON- STANDARD/ADDITIONAL LANGUAGE ADDED:**

\_\_\_\_\_  
John Ely, County Attorney      Date