

REQUEST FOR PROPOSAL

County Wide Debris Hauling

RFP #6699-17



SUBMITTAL DUE DATE

October 9, 2017

10:00 a.m.

BOULDER COUNTY PURCHASING

**2025 14TH STREET
BOULDER CO 80302**

Purchasing@bouldercounty.org

REQUEST FOR PROPOSAL

Boulder County is seeking proposals for County wide debris removal, hauling, and transportation in relation to future disasters, such as floods and wildfires.

Specifications and a sample contract with a FEMA specific addendum are attached. The successful proposer shall execute the attached addendum as part of any contract with the county, and comply with all FEMA requirements set forth in that addendum.

Written Inquiries

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **3:00 p.m. September 27, 2017**. A response from the County to all inquiries shall be posted and sent via email no later than **4:00 p.m. October 2, 2017**.

Submittal Instructions

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before **10:00 a.m. Mountain Time on October 9, 2017**.

Your response can be submitted in the following ways. Please note that e-mail responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email.

E-Mail purchasing@bouldercounty.org; identified as **RFP #6699-17** in the subject line.

-OR-

US Mail **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP #6699-17**, to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail.

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

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

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

Terms and Conditions

1. Proposers are expected to examine the requirements, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer shall furnish the information required in the RFP, at no cost to Boulder County.
3. The Contract will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the County Purchasing Agent or delegated representative.
6. A signed contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of proposers to insure that the RFP arrives in the office of the County Purchasing Agent prior to the time indicated in the "Request for Proposal."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

SPECIFICATIONS
RFP #6699-17
COUNTY WIDE DEBRIS HAULING

INSURANCE REQUIREMENTS

General Liability

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

Excess or Umbrella \$1,000,000

Automobile Liability

\$1,000,000 Each Accident
*Including Hired & Non-Owned auto

Worker's Compensation and Employer's Liability

Statutory limits

Pollution Liability

\$1,000,000 Per Loss
\$1,000,000 Aggregate
Coverage maintained or extended discovery period for 3 years

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.

SAM.gov REGISTRATION

Please provide a copy of your business' registration in SAM.gov with your proposal.

DUNS NUMBER

Please provide your business's DUNS number with your proposal.

**SPECIFICATIONS
RFP #6699-17
COUNTY WIDE DEBRIS HAULING**

PROJECT SPECIAL PROVISIONS

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The following special provisions take precedence over the specifications and plans, and supplement the STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION adopted by the Colorado Department of Transportation, dated 2011, which is to be used to control construction on this project where applicable, mainly traffic control. Additionally, guidance found within FEMA 325, and all relevant FEMA recovery fact sheets and guidance documents, shall govern this project in all cases where it is applicable.

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Special Conditions
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NOTICE TO BIDDERS

Boulder County is seeking proposals for the removal and hauling of disaster related debris from public property and rights-of-way (ROW), and from private property as approved by Boulder County, generated by future flood, wildfire, snow and other natural disaster events.

Contractor must meet the following general conditions:

- 1) be authorized to do business in the State of Colorado;
- 2) be licensed with Boulder County

Hauler Licensure. Haulers transporting materials within unincorporated Boulder County shall be licensed by the county. Licensure shall be activated once the following is provided:

- **Complete the Hauler Application Form** (located at www.bouldercounty.org/doc/rc/wastehaulerlicenseapplication.pdf)
- **Complete and sign the Self-Certification Form** (located at www.bouldercounty.org/doc/rc/wastehaulerselfcertificationform.pdf)
- **Calculate your license fee** based on an annual fee of \$50.00 for up to the first three vehicles (if you operate one, two, or three vehicles, the cost is \$50.00). Each additional vehicle is \$10.00 (i.e., if you operate four vehicles, the cost is \$60.00).
- Send the two forms referred to above and your license fee payment to the address below with checks made **payable to Boulder County Treasurer**:

Boulder County Resource Conservation Division
Attn: Hauler License Unit
1901 63rd Street
Boulder, CO 80301

Upon receipt of Hauler's completed Application, Self-Certification Form and payment, the County will issue the Hauler License. With issuance of Hauler license, Hauler will receive the appropriate number of windshield stickers for its vehicles. Forms can be found online at www.bouldercounty.org/env/trash/pages/haulerlicense.aspx. For questions, please call (720) 564-2220.

License can also be applied for by contacting the Boulder County Resource Conservation Division on the second floor of the RC's administrative building, 1901 63rd St., Boulder, between 8 am and 4:30 pm Monday through Friday. Complete license information must be on file before payment (if any) can be issued. Vehicles shall display their current-year hauler license decal in the windshield of the vehicle.

- 3) be able to provide services to remove, haul and dispose of Debris as defined in this Request for Proposals, including specifically, but not limited to the Special Provisions, Traffic Control requirements and the Scope of Work, incorporated herein;
- 4) be willing and capable of performing all services required, including but not limited to, proper documentation preparation, management and event closure services;
- 5) be knowledgeable and have experience in providing the services as described herein, and ensure that all services qualify for reimbursement by reimbursement agencies including the Federal Emergency Management Agency (FEMA) and the state emergency management agency; and
- 6) be able to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work per the proposal schedule.

Contractor must further provide all information requested in this RFP.

Contractor is required to bid on Service One and Service Two, if bidding on either of these services, and is encouraged to respond to Services Three and Four. Services Three and Four can also be bid separately by Contractors not responding to Services One and Two.

COMMENCEMENT AND COMPLETION OF WORK

Contractor agrees to provide necessary performance bonds, payment bonds and current insurance certificates and execute Boulder County's Contract for Services pursuant to this RFP no later than twenty-nine (29) hours following notification by Boulder County that the proposal has been accepted. Contractor shall commence performance of services within forty-eight (48) hours of any Notice to Proceed.

All countywide priority work AND first pass of all road right of ways in all mountain and foothill zones, as described within shall be completed by the end of working hours on XXXX, 201X **TBD**.

Debris removal at bridges and structures countywide and a first pass of all road right of ways in the plains zone, as described within, shall be completed by the end of working hours on XXXX, 201X **TBD**.

Time is of the Essence – Liquidated Damages: Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. Contractor shall be required to complete the removal of material per assigned task orders. Failure to comply with this schedule shall result in Liquidated Damages of \$500/day. Working days will be mutually determined to be six or seven days per week, other than days determined to be bad weather days.

The project may be extended as necessary and may be done so through a contract extension.

SPECIAL CONDITIONS

1. Debris Disposal:

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process at the direction of Boulder County and in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to Boulder County (the County) and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the County and any Monitor assigned by the County. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the County.
- B. If Contractor hauls debris to a temporary Debris Management Site (DMS) that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- C. Contractor acknowledges, represents and warrants to the County that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and assuring that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- F. The Contractor shall ensure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.
- G. Unless a specific written exemption is given by the County, no debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

2. Contractor's Equipment:

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the County. Unless specifically waived in writing by the County, all debris hauling units will be inspected, measured and certified by a Monitor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick-up any oil spilled from loading or hauling vehicles.
- B. The Contractor shall supply vinyl type placards identifying the County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- C. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from any Temporary Debris Management Site (DMS) to the permanent disposal sites. The listing shall include the following information;
 - a. Truck and/or trailer license number.
 - b. Year, make and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each trailer, which should correspond to measurements made by the Monitor, if monitoring is required
- D. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the County shall not be paid for Debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

3. Property Damage:

- A. The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the County, the County has the option of having the damage repaired at the Contractor's expense to be reimbursed to the County or withheld from the Contractor's future payments.

- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the County.

4. Monitoring:

The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify the Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. The County may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

5. Weight Scales and Inspection Towers:

As directed in writing by the County, the Contractor shall provide certified truck scales and/or an inspection tower at each disposal site or (DMS). This will depend upon the choice of quantity measurement as weight (tons) or volume (cubic yards) for the various type of debris removed.

In cases where the County elects to measure pay quantities by weight, the Contractor shall acquire, setup and operate truck scales at each disposal site or DMS. All scales must be certified and must be operated and maintained in accordance with all applicable requirements. Debris hauling vehicles will be weighed both entering and leaving the DMS or disposal site on each trip to the site.

In cases where the County elects to measure pay quantities by volume, the contractor shall construct an inspection tower at each DMS and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclement weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the County/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower. In some cases, Contractor may be directed in writing by the County to make a scissor lift available.

There are separate pay items for scale set-up, inspection tower and scissor lift under Service Three.

6. Hours of Work:

Contractor recognizes that the time period for debris removal is limited. The Contractor shall operate during daylight hours and may range from 5:00 a.m. to 9:00 p.m., seven days a week, coordinating with landfills, unless otherwise authorized by the County's designated representative. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

7. Subcontractors:

All information required of submitting Contractor is also required from any proposed subcontractor or firm that Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely payment of its subcontractors. The County reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the County and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the County's approval of the new subcontractor.

8. Access and Audits:

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least seven (7)The County and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to ensure that all required records are provided to the County at Contractor's expense.

9. Progress Reports:

Contractor shall provide daily progress reports to the Monitor and County within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.

10. Hazardous Tree and Limb Removal:

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be hauled under the Contract.

11. Stumps:

The Contractor shall haul, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed at the debris removal cost per cubic yard. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment for stump removal, hauling and disposal shall be at per ton or per yard rates for other vegetative debris, based on the stump conversion table in the FEMA Public Assistance Debris Management Guide, FEMA – 325, Appendix G – Disaster Assistance Policy DAP9523.11. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

12. Debris Work Sites:

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

13. Payments:

To receive payment under the Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the completed tickets issued by the Monitor at the DMS or disposal sites. Under certain limited circumstances, such as small scale events ineligible for state and federal reimbursement, this requirement may be waived in writing by the County.

REQUIREMENTS FOR FEMA DECLARED DISASTERS

The following revisions to the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction are only applicable to federally declared disasters

REVISION TO SECTION 101 DEFINITIONS AND TERMS

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

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

“Department” and “State” shall mean Boulder County, Colorado

“Region Transportation Director”, “Engineer”, “CDOT Resident Engineer”, and “Project Engineer” shall mean the County Engineer, Boulder County, Colorado or designated representative.

“Laboratory” shall mean Boulder County, Colorado or their designated representative.

**REVISION TO SECTION 102
PROJECT PLANS AND OTHER DATA**

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.05 shall include the following:

Boulder County will provide electronic files of project area maps, the sample contract document, and the project technical specifications, including project scope, in .PDF format, online at the designated internet bid advertisement site, and they will be considered as the official bid set and record set.

REVISION TO SECTION 104 SCOPE OF WORK

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the County during the response to an emergency situation, as well as to restore the public areas to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The work to be performed under the Contract shall consist of collection, removal, and disposal of debris caused by a disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage, without written direction from the County. Direction by the County in this proposal shall also mean direction by the County's representative or Monitor. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by the County at the same rates as Right-of-Way (ROW) and public property debris removal.

Subsection 104.01,

Intent of Contract, shall include the following:

SERVICE ONE:

Debris Hauling (Vegetative + Mud/Silt/Sand/Rock & Asphalt)

Hauling of vegetative debris and mud/silt/sand/rock and asphalt; all other material to be incidental. Construction & Demolition and other debris types will be collected under Service Two.

Undertake hauling of disaster-related debris, expected to mostly, but not exclusively, consist of vegetative debris silt/mud/sand and rock from unincorporated areas of Boulder County. Debris to be collected under this service is located within county-owned rights-of-way, or backed-up against county-owned bridges and culverts. Some debris is easily accessible along the road, whereas other debris removal may require special equipment or considerations to extract. The amount of debris is unknown. Material will be hauled directly to a DMS (if mostly clean vegetative debris or rock) or, if approved by the County, hauled directly to transfer station or landfill. Contractor cannot utilize the county transfer stations in Allenspark and Nederland as disposal facilities due to their capacity limitations.

Payment for debris hauling under Service One will be done on a per-ton basis from each site respectively. Contractor is responsible for all tipping or disposal fees and will not be paid separately for such fees. All costs, including, but not limited to tipping or disposal fees, equipment to load material, trucks and labor, and all other incidentals needed to complete this work under this pay item, should be included within proposed price per ton.

1.1. Hauling of Vegetative Debris:

As identified by and directed in writing by the County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or disposal site, at the County's

direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW.

All work occurring within stream (major drainage) banks, or along the stream bed shall not be done by equipment that pushes or pulls debris, and must be completed by hand or equipment that scoops or otherwise grabs materials in a manner that does not disturb stream banks or the stream bed.

Whenever logistically feasible, and directed in writing by the County, Contractors shall haul vegetative debris to a vegetative DMS or sort yard for reduction and will be paid either by the cubic yard or by the ton.

1. Nederland Area Sort Yard— 291 Ridge Road, Nederland, CO
2. Allenspark Area Sort Yard— Hwy. 7, north of Meeker Park on Larimer/Boulder County line
3. County Fairgrounds—9595 Nelson Road, Longmont, CO
 - a. The overflow parking lot between the Humane Society and the campground.
 - b. This lot is only to be used as a temporary storage site for vegetative debris for no longer than 2 months of consecutive use.
4. Longmont DMS— 1530 Martin Drive, Longmont, CO
5. Boulder/ Southeast Boulder County— Site to be determined

When not feasible, or the above locations include significant out of direction travel, vegetative debris shall be hauled directly to a transfer station or landfill at the direction of the County and will be paid either by the cubic yard or by the ton.

The County will coordinate with Contractor to ensure efficient routing with the objective of both reducing travel time and distance for contractor and diverting as much vegetative waste from the landfill as possible.

Contractor will be expected to have appropriate equipment available to complete this work, including, but not limited to extended booms, backhoes, etc.

1.2. Hauling of Eligible Silt/ Mud/Sand & Asphalt Debris from Right of Way:

As identified by the County or Monitor, the Contractor shall accomplish the pickup, loading and hauling of eligible silt/mud/sand and asphalt debris from public property and ROW. Contractor is encouraged to recycle this material. Any anticipated revenues from recycling this debris shall be reflected in the unit price bid on this pay item.

Payment for silt/mud/sand and asphalt debris removed from stream channels (within ROW), adjacent to and under and within bridges and structures will be paid under a separate item than silt/mud/sand and asphalt debris removal from the road ROW due to the more difficult nature of the work. Contractor will be expected to have appropriate equipment available to complete this work, including, but not limited to extended booms, backhoes, etc.

All work occurring within stream (major drainage) banks, or along the stream bed shall not be done by equipment that pushes or pulls debris, and must be completed by hand or equipment that scoops or otherwise grabs materials in a manner that does not disturb stream banks or the stream bed.

All debris collected under this item shall be direct hauled to a transfer station or landfill for final disposition, unless otherwise directed in writing by the County.

1.3. Hauling of Eligible Rock from Right of Way:

As identified by the County or Monitor, the Contractor shall accomplish the pickup, loading and hauling of eligible rock debris from public property and ROW, including removal from bridges and culverts on public property and public ROW as directed in writing by the County.

In the instance of a large amount of “useable” rock, including concrete, Contractor may be directed in writing by the County to collect rock separately and haul it to a site for use by the County. Sites include, but may not be limited to:

1. Hwy 36/ Lefthand Canyon—Site under development near Greenbriar Inn (8735 Foothills Hwy)
2. Walden Pond— 3978 N. 75th Street, Boulder, CO

The County will coordinate with Contractor to ensure efficient routing with the objective of both reducing travel time and distance for contractor and diverting as much useable debris from the landfill as possible. Payment for hauling rock under this item to a site other than a transfer station or landfill will be paid by the cubic yard.

When not feasible, or the above locations include significant out of direction travel, rock debris shall be collected along with silt/mud/sand debris and hauled directly to a transfer station or landfill as directed in writing by the County and will be paid under item 1.2.

1.4. Hauling of Hazardous Leaning Trees:

The Contractor shall haul hazardous leaning trees (leaners) over 6” in diameter (measured 24” above ground) from public property and ROW, as identified by the County or Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. The County or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items.

1.5 Hauling of Hazardous Hanging Limbs:

The Contractor shall haul hazardous hanging limbs (hangers) over 2” in diameter from trees over 6” in diameter (measured 24” above ground) from public property and ROW, as identified by the County or Monitor.. Trees with hazardous limbs must be identified by the County or Monitor prior to removal by the Contractor to be eligible for payment. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

1.6. Loading and Hauling of Vegetative Debris Reduced by Grinding to Composting Facility:

Contractor shall load and haul all reduced (by grinding) vegetative debris from a DMS to a composting facility approved by the state environmental agency. Contractor is responsible for all tipping or disposal fees and will not be paid separately for such fees. All costs, including, but not limited to tipping or disposal fees, equipment to load material, trucks and labor, and all other incidentals needed to complete this work under this pay item, Anticipated revenues from the recycling or composting of vegetative debris shall be reflected in the unit price bid on this pay item.

Haul from sites include:

1. Nederland Area Sort Yard— 291 Ridge Road, Nederland, CO
2. Allenspark Area Sort Yard— Hwy. 7, north of Meeker Park on Larimer/Boulder County line
3. County Fairgrounds—9595 Nelson Road, Longmont, CO
 - a. The overflow parking lot between the Humane Society and the campground.
 - b. This lot is only to be used as a temporary storage site for vegetative debris for no longer than 2 months of consecutive use.
4. Longmont DMS— 1530 Martin Drive, Longmont, CO
5. Boulder/ Southeast Boulder County— Site to be determined

1.7 Staged Debris Hauling:

Contractor may also be required to haul waste from other Boulder County-operated debris storage sites. These sites can be accessed during regular business hours and coordination with the County or the Monitor, is required as it relates to loading and hauling of debris located at either site. This debris has already been collected and piled. Current quantities are approximate and are subject to change. Debris at these two sites is primarily mud rock.

After the first haul is complete, county staff will continue to haul flood debris to these locations and they will require additional hauls in the future. This debris shall be hauled to a transfer station or landfill for final disposition.

1. County OSTC— 5201 St. Vrain Rd., Longmont, CO [1,000 Tons]
2. Walden Pond— 3978 N. 75th Street, Boulder, CO [2,500 Tons]

Subsection 104.04

Maintaining Traffic, shall include the following:

Traffic Control Plan must be prepared according to MUTCD standards by a certified Traffic Control Supervisor and approved by the Boulder County Engineer or Traffic Engineer.

During the course of the debris removal work, all roads and streets shall be open to through traffic. During working hours the contractor shall maintain one lane supervised traffic and during non-working hours the Contractor shall maintain two lanes unsupervised traffic.

Where it is not physically possible to maintain vehicle lanes with four (4) feet wide shoulders in each direction, the speed limit shall be reduced to 25 MPH with appropriate signs including signs stating "Bikes Merge with Traffic". This is not necessary on roadways and during times when bicycle traffic has been temporarily prohibited in the foothills and mountain areas of Boulder County. An up-to-date list and map of roads and road segments closed to bicyclists can be found here:

<http://www.bouldercounty.org/flood/roads/pages/bicycletravel.aspx>

Waiting time for the traveling public shall be kept to a minimum, with waiting times not to exceed 15 minutes.

Local access for residents, mail, delivery services, school and RTD buses and emergency vehicles must be maintained at all times. Emergency vehicles must be accommodated to pass through the construction site as needed.

Contractor shall coordinate with the Project Engineer, other Boulder County Representative or Boulder County Road Construction Contractor on Boulder County roadways that are under construction or have travel restrictions in-place. An up-to-date list and map of roads and road segments can be found here:

<http://www.bouldercounty.org/flood/roads/pages/status.aspx>

*****SEE ALSO Special Provision Section 630-Construction Zone Traffic Control for more details.*****

SERVICE TWO:

Debris Collection & Removal (Household + C&D)

Collection of household, vegetation and construction & demolition debris set-out in the road right of way from residential properties and other debris types not collected under Service One. The contractor may be instructed to by-pass significant amounts of vegetative debris as well as sand/silt/mud/rock and asphalt, which may be collected under Service One.

Undertake collection of flood-related debris, expected to be mostly, but not exclusively, construction and demolition debris from unincorporated areas of Boulder County. Debris to be collected under this service is located within county-owned rights-of-way and is expected to be accessible along the road. The amount of debris is unknown.

In accordance with Exhibit A, the debris collections contractor shall complete work in the following order or priorities, and in accordance with the direction of the County:

1. Mountain & Foothill Project Zones. Contractor will be directed in writing by the County to complete all work in mountain and foothill project zones as identified in Exhibit A prior to advancing on to the next zone. Each zone includes bridges and structures, paved and unpaved roadways. Schedule must be coordinated with the county.
2. Plains Project Zone. Once debris collection and removal is complete in the mountain and foothill project zones the contractor may be directed in writing by the County to conduct services included within as part of Service 2 in Zone 12.

In accordance with Exhibit A, unless otherwise directed in writing by the County, debris collections contractor shall not remove any debris within municipal boundaries, along unmaintained jeep roads, on private property, or along road rights-of-ways that are not owned or maintained by Boulder County, including CDOT roads and privately maintained roadways, unless otherwise directed in writing by the County.

As described in **Subsection 104.04**, Contractor shall coordinate with the Project Engineer, other Boulder County Representative or Boulder County Road Construction Contractor on Boulder County roadways that are under construction or have travel restrictions in-place.

For Service Two, the debris will be hauled directly to a landfill or transfer station or sort yard to be selected by the contractor (contractor cannot utilize the county transfer stations in Allenspark and Nederland as disposal facilities due to their capacity limitations). Much of this work will occur in the foothills and mountains of Boulder County, although collection locations may be designated on the plains.

The County will coordinate with the contractor to identify locations of debris and establish efficient routes for collection. Contractor will work closely with the Monitor and the County to develop a project schedule so that residents in each zone can be notified of debris removal work on their street and bring debris to the right of way

A first pass of all road right of ways in all mountain and foothill zones, as described within Service 2 shall be completed by the end of working hours on XXXX (TBD).

A first pass of all road right of ways in the plains zone, shall be completed by the end of working hours on XXXX (TBD).

Payment for “Debris Collection” will be made on a per unit basis according to the schedule of values included within and subsequent contract. Costs for all work required under this item, including traffic control, equipment, labor or any other incidentals to complete this work item, should be included within proposed price per unit in the submittal documents.

2.1. Disposal of Household C&D Debris:

As identified by the County or Monitor, the Contractor shall accomplish the disposal of all household and construction and demolition (C&D) debris removed from public or private property and ROW. Additionally, the Contractor may be required to dispose eligible C&D Debris delivered by the County or others, as directed in writing by the County or Monitor, for payment under this pay item. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item.

Contractor shall coordinate with the monitor to certify the quantity of debris collected and loaded onto each truck that will then haul the debris to final disposition. No loading of debris shall occur without coordination with the County’s monitor. Service can be provided by rear loader compactors, grapple trucks, dump trucks, front-end loader, skid steers, hand labor, or other means.

Sign-off by vendor’s representative and the county’s debris monitor will be required for each delivery to the final disposition site. Sign off on volume will be the primary documentation for payment to the vendor. No truck shall be unloaded at the final disposition site until the monitor has completed the load ticket.

In the event of a dispute regarding volume and/ or weight, the Monitor’s calculation shall be utilized. Trucks and equipment used on this project shall not be used for private work during the period of this contract.

2.2. White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations.

No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Documentation of proper management of Freon shall be provided to the Monitor for payment. Payment under this item will be per each.

Hand loading: Appliances containing refrigerant (such as refrigerators and air conditioners) shall be hand loaded to protect coils from damage that might release the refrigerant.

2.3. Electronics Waste:

The Contractor shall remove, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (lbs).

Hand loading: Television sets, laptops, and computer monitors shall be hand loaded to prevent damage to screens (some of which may contain mercury).

2.4. Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the County. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. The Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

2.5. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of small propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills. The Contractor will segregate these items from vegetative and C/D debris and load then transport the HHW to the Boulder County Hazardous Materials Management Facility located at 1901 63rd St, Boulder. The HHW will be segregated in the field and hauled in concentrated loads. Boulder County will cover the cost of managing the material as part of the existing county program for management of household hazardous wastes.

2.6. Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

OPTIONAL SERVICES (Under Service 2)

2.7. Abandoned Vehicles and Vessels:

- a) Remove, haul, decontaminate and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the County or Monitor (vehicles and vessels) from public property or right-of-way, and private property if approved by the County. The County or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.
- b) The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- c) The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under the Contract.
- d) At the close of each day, a representative of the Monitor for the County will be present to provide a verification of the vehicles and vessels removed during the day. The County may provide a representative at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the County, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The County will provide the base data file for the Contractor to fill in the required data fields.

- e) Once the vehicles and vessels have been cleared by the owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in strict compliance with all applicable Federal, State, and local laws.
- f) Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- g) Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- h) The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor tools, equipment, transportation and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- i) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- j) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.
- k) Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- l) If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed in writing by the County.
- m) The Contractor will provide removal of vehicles and vessels as directed in writing by the County representative, to address complaints and requests as they are identified.
- n) Towing from the storage facility to the owner or insurance company location will be the responsibility of the owner or insurance company, and is not included in this scope and contract. The Contractor shall not charge the owner or insurance company storage fees or other fees for picking vehicles or vessels.
- o) In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the County Sheriff's Office within 24 hours of tow. The notification will be via email to the designated Sheriff contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or

state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.

- p) The bidder represents familiarity with local conditions.
- q) Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under the Contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

Payment under this item will be per each.

2.7.1. Abandoned Cars, Trucks and Vans:

Identify, lift, transport, unload, decontaminate, store and reconcile ownership or dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way.

2.7.2. Abandoned Campers, RV's and Shipping Containers:

Identify, lift, transport, unload, store and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.

SERVICE THREE: Debris Management Sites

Under Service Three the Contractor may be directed in writing by the County to operate or provide services to one or more Debris Management Sites (DMS) with varying levels of complexity as described within to manage the reduction of vegetative debris. Pay items described within may be selected on an a-la-carte basis as the County may elect to operate DMS.

3.1. DMS Management and Reduction of Vegetative Debris by Grinding:

Contractor shall reduce eligible vegetative debris by grinding, as directed in writing by the County. Size reduction is required to be a maximum of one (1) inch in two dimensions in order to eliminate Emerald Ash Borer. This may include vegetative debris delivered to the DMS by the Contractor or by the County. Only vegetative debris will be delivered to site; however, some sorting of erroneous and incidental material shall be required as necessary. Pace of grinding activities must keep up with the space allotted for such activities and staging of debris to be ground.

Contractor shall manage the DMS, which shall include the installation of all applicable storm water best management practices and complying with State of Colorado's guidance and regulatory relief document entitled "2013 Floods – Guidance: Management and Disposal of Flood Debris.", if applicable

www.colorado.gov/cs/Satellite/CDPHE-EPR/CBON/1251645971558

Contractor shall not allow residential or public access to the DMS. If applicable, gates to the DMS must be closed at the end of each working day and when not in use by the contractor. The DMS site may only be operated from Monday-Friday from 7 a.m. to 7 p.m., unless otherwise authorized in writing by the County. The DMS may only be used for the transfer of debris collected from within Boulder County by its authorized contractors or staff, unless an exception is granted in writing by the County.

At the end of the contract period the contractor shall restore the property to the condition existing at the start of the County's use, including, but not limited to the removal of the debris monitoring tower and storm water BMPs, re-grading as necessary and general clean-up. If necessary, the Contractor shall perform street sweeping or vacuuming of the DMS. Contractor shall provide before and after photographs of the DMS as documentation.

Contractor will be responsible for site safety during operating hours, traffic control, consolidating the debris, and loading transportation vehicles. The county expects efficient transportation and anticipates that large capacity vehicles will be utilized for delivering debris to a permitted landfill or recycling facility.

Potential sites include, but are not limited to:

1. Longmont DMS— 1530 Martin Drive, Longmont, CO
2. County Fairgrounds—9595 Nelson Road, Longmont, CO
 - a. The overflow parking lot between the Humane Society and the campground.

- b. This lot is only to be used as a temporary storage site for vegetative debris for no longer than 2 months of consecutive use.

3. Boulder/ Southeast Boulder County— Site to be determined

Payment: All items included within this “DMS Management & Reduction...” and any other incidental work items required, including, but not limited to equipment and labor, for the safe operation of the DMS are to be included in the pay item for DMS Management on the schedule of values and subsequent contract.

3.2. Provide scissor lift for Monitor

Contractor shall provide a scissor lift for use by Monitor, if requested in writing by the County. Contractor under service one may be directed to haul vegetative and rock debris to a site able to handle small amounts of debris, including, but not limited to:

1. County OSTC— 5201 St. Vrain Rd., Longmont, CO
2. Walden Pond— 3978 N. 75th Street, Boulder, CO
3. Nederland Area Sort Yard— 291 Ridge Road, Nederland, CO
4. Allenspark Area Sort Yard— Hwy. 7, north of Meeker Park on Larimer/Boulder County line
5. County Fairgrounds—9595 Nelson Road, Longmont, CO
 - a. The overflow parking lot between the Humane Society and the campground.
 - b. This lot is only to be used as a temporary storage site for vegetative debris for no longer than 2 months of consecutive use.
6. Hwy 36/ Lefthand Canyon— near Greenbriar Inn (8735 Foothills Hwy)

Payment: Per lift provided, including removal at conclusion of contract, contract extension or DMS site utilization.

3.3. Provide Monitoring Tower

Contractor shall construct a monitoring tower in accordance with “Special Conditions” item 5, “Weight Scales and Inspection Towers.” Contractor under service one may be directed in writing by the County to haul vegetative debris to a quasi-permanent DMS able to accommodate the debris, including but not limited to:

1. Longmont DMS— 1530 Martin Drive, Longmont, CO
2. Boulder County Fairgrounds—9595 Nelson Road, Longmont, CO
 - a. The overflow parking lot between the Humane Society and the campground.
 - b. This lot is only to be used as a temporary storage site for vegetative debris for no longer than 2 months of consecutive use.

3. Boulder/ Southeast Boulder County— Site to be determined

Payment: Per tower, complete, including removal at conclusion of contract, contract extension or DMS site utilization.

3.4. Provide Certified Scale

Contractor shall construct a certified scale in accordance with FEMA requirements and “Special Conditions” item 5, “Weight Scales and Inspection Towers.” Contractor under service one may be directed to haul vegetative debris to a quasi-permanent DMS able to accommodate the debris, including but not limited to:

1. Longmont DMS— 1530 Martin Drive, Longmont, CO
2. County Fairgrounds—9595 Nelson Road, Longmont, CO
 - a. The overflow parking lot between the Humane Society and the campground.
 - b. This lot is only to be used as a temporary storage site for vegetative debris for no longer than 2 months of consecutive use.
3. Boulder/ Southeast Boulder County— Site to be determined

Payment: Per scale set-up, complete, including removal at conclusion of contract, contract extension or DMS site utilization.

SERVICE FOUR:

Inspection, excavation and other cleanup related services to wildfires

1. Site inspection

- Provide on an as-needed basis a Colorado Certified Air Monitoring Specialist to perform on-site visual inspections at property sites to verify that removal of ash and debris from residences and structures has been completed. It may be necessary to verify that foundations have also been removed, and if required, this may involve a second on-site visit.
- A completed property will have no visible ash or debris remaining onsite, 2-inches of soil scraped and removed from and/or around the building footprint. If a foundation, other concrete surface or other building component is to be reused, these components will have been rinsed clean and are visually free from suspect asbestos-containing materials.
- A photographic record will be kept for each inspection and provided to the County.
- An Asbestos Waste Closure Report provided by the Colorado Department of Public Health and Environment (CDPHE) will be completed for each property where cleanup is complete.
- If cleanup is not complete on inspection the Contractor will provide an email report that indicates what cleanup work is still required.

2. Asbestos inspection

- Provide on an as-needed basis a Colorado Certified Asbestos Building Inspector to inspect building foundations to determine whether suspect asbestos containing materials may be present. Perform sampling if required, send samples for analysis at an accredited lab and report findings.

3. Ash/debris cleanup and foundation removal

- Project manager will attend an onsite meeting prior to start of work at each location to evaluate equipment access, project needs, etc.
- Mobilize equipment to each work site within 72-hours of request from County.
- Provide trained and certified labor to operate equipment and do spotting if needed.
- Provide water if needed for wetting ash and debris, rinsing metals and concrete.
- Provide tracked backhoe or other appropriate type loader to perform some or all of the following tasks:
 - Sort and load ash and non-recyclable debris into on-site lined dumpsters excavate foundations
 - Sort and load metals and concrete into on-site un-lined dumpsters for recycling.
 - Scrape 2-inches of soil from and/or around the building footprint.

- Boulder County will provide lined dumpsters and un-lined dumpsters through its contractor Western Disposal Services.
- Seal lined dumpsters for safe and secure transportation to the landfill permitted to accept suspect asbestos containing materials.

**REVISION TO SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

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

Access to residences and businesses shall be maintained at all times unless arrangements are made with the property owner and a copy of the written agreement is provided to the Project Engineer.

**REVISION TO SECTION 108
PROSECUTION AND PROGRESS**

Subsection 108.05, shall include the following:

All work performed by the Contractor or any of his agents shall be accomplished during the established working hours. Neither the Contractor nor his agents shall work outside of the daily working hours without prior approval by the Project Engineer. Eligible work hours may be revised during daylight savings time and as the season and daylight hours change. See Special Conditions, item 6, "Hours of Work" for additional details.

REVISION OF SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL

The key elements of the Contractor's Method of Handling Traffic (MHT) are outlined in Subsection 630.10(a).

The components of the Traffic Control Plan (TCP) for this project are included in the following:

- 1) Subsection 104.04 and Section 630 of the specifications,
- 2) Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2.

Special Traffic Control Plan requirements for this project are as follows:

During the construction of this project, all traffic shall use existing roads.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time.

The Contractor shall submit traffic control plans to the County for approval prior to any lane closures and restrictions. The traffic control plans shall show the Contractor's method of handling traffic along with the locations of traffic control devices and the requirements for flagging.

All costs of traffic control devices not specifically listed as a bid item and needed to provide a safe environment for the traveling public and a safe work zone for the Contractor shall be included in the original Lump Sum contract price for Traffic Control for the project.

Where the work requires cranes to lift debris over the road the Contractor shall have the flaggers hold the traffic during this portion of the work so that traffic is not moving adjacent to the lifting operation.

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Subsection 630.09 shall be revised for this project to include the following:

The following portable construction signs, barrels and cones at a minimum may be required for each location on the project.

**REVISION OF SECTION 630 (2)
CONSTRUCTION ZONE TRAFFIC CONTROL**

LEGEND	TYPE	SIZE	#
ROAD WORK XX FT	W20-1	48"x48"	2
ONE LANE ROAD XX FT	W20-4	36"x36"	2
FLAGGER XX FT	W20-7A	36"x36"	2
BARRELS			Per MUTCD
CONES		36"	Per MUTCD

Where required as described in Section 104.04 Maintaining Traffic - 25 MPH and Bikes Merge with Traffic are included in Traffic Control Lump Sum. Additional signs may be required by the MUTCD or the Project Engineer and are included in Traffic Control Lump Sum.

Employee vehicle parking is prohibited where it conflicts with safety, access or flow of traffic. The Contractor is responsible for obtaining, coordinating and maintaining acceptable parking and staging areas for the duration of the construction activities; it is recommended that employee parking not occur at debris removal sites.

Subsection 630.10 shall be revised to include the following:

The Contractor shall submit to the County Traffic Engineer a method of handling vehicular traffic for approval prior to each construction phase, prior to changes in traffic control, and prior to any construction.

Generic traffic control plans for anticipated situations and traffic control needs shall be submitted for approval in advance of the commencement of work.

Subsection 630.14 shall include the following:

All flagging personnel used on the project shall be certified for traffic control operations.

Subsection 630.15 shall include the following:

All labor, equipment, materials, and incidentals required for pedestrian, bicycle and vehicle traffic control and maintenance, including construction signing, channelizing devices, barricades etc., shall be included within the pay items for Debris Collection. No additional or separate payment will be made for traffic control.

EVALUATION CRITERIA
RFP #6699-17
COUNTY WIDE DEBRIS HAULING

Award of a contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the County with regard to the criteria detailed and the specifications set forth herein. The County may select a Proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the County.

Proposal Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the evaluation criteria stated below and the completeness, clarity and content of the proposal.

- Qualifications and Experience (40%)
 - Years of experience of key personnel assigned to this project
 - Experience with debris removal methods
 - Feedback from references
 - Knowledge and experience with providing Private Property Debris Removal (PPDR) services, especially for projects involving work in remote and challenging mountainous terrain
 - Technical support offered
 - Safety record and safety procedures
 - Financial responsibility/stability
- Cost Effectiveness (35%)
- Company Responsiveness to RFP (25%)
 - Total scope of services offered
 - Understanding of the types of disasters likely to be experienced by the County and the work associated with these
 - Responses to overall proposal and compliance with submission guidelines
 - Proposal presentation (completeness, organization, appearance, etc.)

Financial terms will not be the sole determining factor in the award. To determine the award the County will use a proposal evaluation method that will enable the County to award a contract to the Proposer offering services and experience that represents the best overall value to the County.

Those evaluating proposals may arrange interviews, demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

SUBMITTAL SECTION
RFP #6699-17
COUNTY WIDE DEBRIS HAULING

Please submit the following information in the order listed below:

1. Name of your company / organization
2. Type of organization: (Corporation, Partnership, etc.)
Please provide a copy of your business's W-9
3. Address
4. Names and Address of the Partners and Subcontractors, if applicable
5. List of qualifications for Project Manager and all one-site personnel to be responsible for quality and accuracy of completeness.
6. Contact Person(s) and contact information including telephone and email address
7. A copy of current insurance certificate documenting your ability to meet the RFP's minimum requirements
8. Describe organization capacity (personnel and equipment), ability to mobilize quickly and approach to completing work expeditiously, including but not limited to:
 - a. How many years has your company performed similar services to those requested?
 - b. How familiar is your company with services to be performed in this RFP request, list previous projects or those performed of a similar nature?
 - c. What equipment does your company operate that can accommodate the services contained in this RFP request?
 - d. What is your company's safety record regarding providing services similar to those requested?
 - e. What safety procedures and worker protection are required for the work requested? Please provide references to any state or federal regulations to be followed or any state requirements that apply.
9. Submit three, and only three, references for similar projects your company has completed within the last three years and current contact information for the project manager.
10. Completed Schedule of Values

NO.	ITEM DESCRIPTION	UNIT PRICE (Written)	UNIT PRICE (Numeric)
SERVICE ONE: DEBRIS HAULING (Vegetative and Mud/Silt/Sand/Rock Debris)			
1.1.1	HAULING OF ELIGIBLE VEGETATIVE DEBRIS FROM PUBLIC ROW, as directed by the County, including limbs and trees placed on ROW under other pay items.	\$ _____ _____ per cubic yard	\$ _____ per cubic yard
1.1.2	HAULING OF ELIGIBLE VEGETATIVE DEBRIS FROM PUBLIC ROW, as directed by the County, including limbs and trees placed on ROW under other pay items.	\$ _____ _____ per ton	\$ _____ per ton
1.1.3	HAULING OF ELIGIBLE VEGETATIVE DEBRIS FROM CHANNELS ADJACENT TO STRUCTURES, as directed by the County, including limbs and trees placed on ROW under other pay items.	\$ _____ _____ per cubic yard	\$ _____ per cubic yard
1.1.4	HAULING OF ELIGIBLE VEGETATIVE DEBRIS FROM CHANNELS ADJACENT TO STRUCTURES, as directed by the County, including limbs and trees placed on ROW under other pay items.	\$ _____ _____ per ton	\$ _____ per ton
1.2.1	HAULING OF ELIGIBLE SILT/MUD/SAND DEBRIS FROM PUBLIC ROW AND PUBLIC PROPERTY, as directed by the County.	\$ _____ _____ per cubic yard	\$ _____ per cubic yard
1.2.2	HAULING OF ELIGIBLE SILT/MUD/SAND DEBRIS FROM PUBLIC ROW AND PUBLIC PROPERTY, as directed by the County.	\$ _____ _____ per ton	\$ _____ per ton
1.3	HAULING OF ELIGIBLE ROCK DEBRIS FROM PUBLIC ROW AND PUBLIC PROPERTY, as directed by the County.	\$ _____ _____ per cubic yard	\$ _____ per cubic yard
1.4.1	HAULING OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES, as directed by the County.	\$ _____ _____ per tree	\$ _____ per tree

1.4.2	HAULING OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES, as directed by the County.	\$ _____ _____ per tree	\$ _____ per tree
1.4.3	HAULING HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES, as directed by the County.	\$ _____ _____ per tree	\$ _____ per tree
1.4.4	HAULING OF HAZARDOUS TREES OVER 36 INCHES as directed by the County.	\$ _____ _____ per tree	\$ _____ per tree
1.5	HAULING OF HAZARDOUS LIMBS as directed by the County.	\$ _____ _____ per tree	\$ _____ per tree
1.6	LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING TO COMPOSTING FACILITY, including eligible debris reduced by the Contractor, County, or others.	\$ _____ _____ per ton	\$ _____ per ton
1.7	HAULING DEBRIS THAT HAS BEEN PREVIOUSLY STAGED OR STOCKPILED	\$ _____ _____ per ton	\$ _____ per ton

**SERVICE TWO: DEBRIS REMOVAL & HAULING
(Household and C&D Debris)**

2.1	REMOVAL, HAULING, AND DISPOSAL OF ELIGIBLE C&D DEBRIS TO AN APPROVED DISPOSAL SITE.	\$ _____ _____ per ton	\$ _____ per ton
2.2	REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS.	\$ _____ _____ per each	\$ _____ per each
2.3	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE.	\$ _____ _____ per pound	\$ _____ per pound
2.4	REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL.	\$ _____ _____ per ton	\$ _____ per ton

2.5	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW).	\$ _____ _____ per pound	\$ _____. _____ per pound
2.6	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.	\$ _____ _____ per each	\$ _____. _____ per each
OPTIONAL SERVICES (Under Service 2)			
2.7.1	REMOVAL OF ABANDONED CARS, TRUCKS AND VANS.	\$ _____ _____ per each	\$ _____. _____ per each
2.7.2	REMOVAL OF ABANDONED CAMPERS, RV'S AND SHIPPING CONTAINERS.	\$ _____ _____ per each	\$ _____. _____ per each

NO.	ITEM DESCRIPTION	UNIT PRICE (Written)	UNIT PRICE (Numeric)
SERVICE THREE: DEBRIS MANAGEMENT SITES			
3.1	SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS, including grinding of eligible disaster related debris delivered to the DMS by the Contractor, County, or others.	\$ _____ _____ per cubic yard	\$ _____ per cubic yard
3.2	PROVIDE SCISSOR LIFT FOR MONITORING, as directed by the County.	\$ _____ _____ per each	\$ _____ per each
3.3	PROVIDE MONITORING TOWER, as directed by the County.	\$ _____ _____ per each	\$ _____ per each
3.4	PROVIDE CERTIFIED SCALES, as directed by the County.	\$ _____ _____ per each	\$ _____ per each

NO.	ITEM DESCRIPTION	UNIT PRICE (Written)	UNIT PRICE (Numeric)
SERVICE FOUR: INSPECTION, EXCAVATION AND OTHER CLEANUP RELATED SERVICES TO WILDFIRES			
4.1	SITE INSPECTION.	\$ _____ _____ per site	\$ _____ per site
4.2	ASBESTOS INSPECTION	\$ _____ _____ per site	\$ _____ per site
4.3	ASH/DEBRIS CLEANUP AND FOUNDATION REMOVAL.	\$ _____ _____ per ton	\$ _____ per ton

SIGNATURE PAGE
RFP #6699-17
COUNTY WIDE DEBRIS HAULING

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

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

I am not a Public Employees' Retirement Association (PERA) retiree.

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

Date

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

ADDENDUM TO CONTRACT
FEDERAL EMERGENCY MANAGEMENT AGENCY’S GRANT PROGRAM
REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the [CONTRACT NAME], RFP _____, Agreement between [CONTRACTOR] (“Contractor”), and Boulder County, (the “County”).

The parties acknowledge that the above-referenced contract is subject to the provisions of 44 CFR § 13.36 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). This addendum is hereby expressly incorporated into the agreement between Boulder County and the Contractor. To the extent that the terms of the Agreement and this Addendum conflict, the terms of this Addendum shall control. Nothing in this Addendum shall be construed as making this Agreement contingent upon a Presidential disaster declaration or FEMA’s approval or obligation of funds.

The following provisions are hereby added and incorporated into the above-referenced Agreement:

1. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE *(applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 44 CFR§13.36(i)(3))*

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2. ANTI-KICKBACK ACT COMPLIANCE *(applicable to all contracts and subgrants for construction or repair; 44 CFR§13.36(i)(4))*

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

3. ACCESS TO RECORDS

A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.44 CFR§13.36(i)(11).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (*applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers; 44 CFR §13.36(i)(6)*)

Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

5. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA stated in 44CFR§ 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice’s Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

6. PATENT RIGHTS (*applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8)*)

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

7. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

(1) The copyright in any work developed with the assistance of funds provided under this Agreement;

(2) Any rights of copyright to which Contractor purchases ownership with the

assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)- (9).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. CLEAN AIR AND WATER REQUIREMENTS (*applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year; 44 CFR §13.36(i)(12))*)

- A.** Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

10. TERMINATION FOR CONVENIENCE OF COUNTY (*applicable to all contracts in excess of \$10,000; 44 CFR §13.36(i)(2)*)

A. County shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. County shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective

B. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by County and to minimize the liability of Contractor and County to third parties as a result of termination. All such actions shall be subject to the prior approval of the County. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by County.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County.

(7) Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

C. Within 30 days after the specified termination date, Contractor shall submit to County an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work County directed Contractor to perform prior to the specified termination date, for which services or work County has not already tendered payment.

Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of County, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the County or otherwise disposed of as directed by the County.

D. In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any

other expense which is not reasonable or authorized under such subsection (c).

E. In arriving at the amount due to Contractor under this Section, County may deduct:

(4) All payments previously made by County for work or other services covered by Contractor's final invoice;

(5) Any claim which County may have against Contractor in connection with this Agreement;

(6) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and

(7) In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

F. County's payment obligation under this Section shall survive termination of this Agreement.

11. TERMINATION FOR DEFAULT

Contractor's failure to perform or observe any term, covenant or condition of this document (Federal Emergency Management Agency's Emergency Management Performance Grant Program Requirements for Procurement Contracts) shall constitute an event of default under this Agreement.

A. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from County to Contractor.

(2) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(3) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take

advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

- B.** On and after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to County on demand all costs and expenses incurred by County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
- C.** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy

12. SOCIOECONOMIC ENGAGEMENT

Contractor will take the following affirmative steps to engage small and minority firms, women's business enterprises, and labor surplus area firms.

- A. Place qualified small and minority business and women's business enterprises on sub-contractor solicitation lists.
- B. Assure that such firms are solicited whenever they are potential sources.
- C. Divide total requirements into smaller tasks or quantities to permit maximum participation by such firms.
- D. Establish delivery schedules which encourage participation by such firms.

13. NO SUSPENSION OR DEBARMENT

Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

IF THIS ADDENDUM IS INCORPORATED BY REFERENCE INTO THE CONTRACT, THE PARTIES DO NOT NEED TO SIGN THE ADDENDUM, AND THE SIGNATURE BLOCKS MAY BE REMOVED

Accepted by [CONTRACTOR] on

(Date)

By: _____
TITLE

Accepted by **BOULDER COUNTY** on

Deb Gardner, Chair



How to register your entity to be eligible for GRANTS in SAM:

Before you register, you need to know the following:



What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- **REGISTERING IN SAM IS FREE.**
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.



Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
- It takes 1-2 business days to obtain a DUNS.



Your Entity's Taxpayer Identification Number (TIN)

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit: www.irs.gov/businesses/small/article/0,,id=102767,00.html
- Activating a new EIN with the IRS takes 2-5 weeks.



Steps For Registering Your Entity in SAM

1. Go to www.sam.gov
2. Create a Personal Account and Login
3. Click "Register New Entity" under "Manage Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "No" to "Do you wish to bid on contracts?"
6. Select "Yes" to "Do you want to be eligible for grants and other federal assistance?"
7. Complete "Core Data"
 - ✓ Validate your DUNS information
 - ✓ Enter Business Information (TIN, etc.)
 - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
 - ✓ Enter General Information (business types, organization structure, etc)
 - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
 - ✓ Executive Compensation
 - ✓ Proceedings Details
8. Complete "Points of Contact"
9. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: www.sam.gov



Contact the SAM Help Desk: www.fsd.gov