



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7301-22
RFP Title:	Private Property Structural Debris and Hazard Tree Removal Operations
RFP Questions Due:	January 21, 2022 - 2:00 p.m.
Submittal Due Date:	February 1, 2022 - 10:00 a.m.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Sample Contract Attachment 1 Add'l Equipment Requirements Attachment 2 CDPHE Guidance Attachment 3 Green Sheet DR-4634-CO Attachment 4 Debris Disposal Sites FEMA Addendum



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PROPOSAL INSTRUCTIONS

Important Note Regarding RFP #7301-22: Any award made pursuant to this RFP is conditioned upon Boulder County's approval for federal reimbursement through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program for private property debris removal (PPDR). **Boulder County explicitly reserves the right to withdraw this RFP at any time and may decline to award all or part of the solicited work if FEMA finds Boulder County to be ineligible for PPDR assistance or upon any other basis as determined by Boulder County.**

EMERGENCY SOLICITATION: Time is of the essence in performing this work. Awardees should begin deployment planning as soon as possible. Bidder's attention is directed to the Federal Emergency Management Agency (FEMA) federally required terms contained herein. In submitting your bid, you must comply with the instructions herein.

1. Purpose/Background

Boulder County Resource Conservation Division (RCD) has been tasked to manage coordinated Private Property Structural Debris and Hazard Tree Removal Operations in Unincorporated Boulder County, the Town of Superior and the City of Louisville to remove fire structural debris material from parcels where structures were damaged or destroyed by the Middle Fork and Marshall fires, and the removal of Hazard Trees damaged by these fires that present an imminent threat to public infrastructure including public or private property. RCD intends to perform this work in an expedited manner in full coordination with the affected town/city and FEMA requirements as outlined in this RFP, while protecting public health, safety and the environment.

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.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **2:00 p.m. January 21, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **January 26, 2022**.

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

3. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **10:00 a.m. Mountain Time on February 1, 2022**.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7301-22** in the subject line.

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 proposer 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 proposer.

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

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

Please be advised of the following contract term required for all Boulder County contracts effective 12/1/21:

COVID-19 Vaccine Requirement for Certain Contractors of County

On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the County that perform county work in a county facility. For purposes of this policy, “perform work in a county facility” means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in or on a county facility/property. Under the County’s COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County’s vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy.

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



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TERMS AND CONDITIONS

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

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Any award made pursuant to this RFP is conditioned upon Boulder County's approval for federal reimbursement through the FEMA PA Program for PPDR. **Boulder County explicitly reserves the right to withdraw this RFP at any time and may decline to award all or part of the solicited work if FEMA finds Boulder County to be ineligible for PPDR assistance or upon any other basis as determined by Boulder County.**



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SPECIFICATIONS

Scope of Services: RCD has been tasked to manage coordinated Private Property Structural Debris and Hazard Tree Removal Operations in Unincorporated Boulder County, the Town of Superior and the City of Louisville to remove fire structural debris material from parcels where structures were damaged or destroyed by the Middle Fork and Marshall fires, and the removal of Hazard Trees damaged by these fires that present an imminent threat to public infrastructure including public or private property. RCD intends to perform this work in an expedited manner in full coordination with the affected town/city and FEMA requirements as outlined in this RFP, while protecting public health, safety and the environment.

RCD anticipates awarding one (1) or more Agreement(s) to perform work within the following Operational Areas:

Operation 1: Unincorporated Boulder County

Operation 2: Town of Superior, Colorado

Operation 3: City of Louisville, Colorado

Participation in the County's Consolidated Private Property Debris Removal Program is voluntary. RCD does not control nor guarantee the ultimate number of properties in the program or work as a result of the program. Potential bidders are advised to submit bid schedules accordingly as no rate changes will be allowed for quantity variations.

These services shall provide for the cost-effective removal of debris accumulated on all residential, and potentially commercial properties, streets, roads, public school properties, and any other locally-owned facility or site as may be directed by the County.

These fires have greatly impacted over a thousand residential properties throughout Boulder County. The tables below show the estimated residential properties that were damaged or destroyed per region. Some of the damaged structures are being considered for clean-up under the PPDR program pending FEMA approval. These estimates are for informational purposes only and may not correlate to actual work performed under this contract.

	Destroyed Structures	Damaged Structures	Preliminary Estimate: Hazard Trees
Operation 1			
Residential	170	128	607
Commercial	0	2	
Operation 2			
Residential	391	63	587
Commercial	3	14	
Operation 3			
Residential	550	132	1,087
Commercial	4	14	

The estimated number of Hazard Trees in the impacted project areas are listed above, but these numbers are only preliminary estimates; actual quantities of hazard trees are not guaranteed and may vary from the estimates substantially, either higher or lower, after the Contracts are awarded. Some factors that may cause a change in hazard tree count include, but are not limited to:

- The number of hazard trees estimated is under or overestimated;
- The actual number of hazard trees to be removed will be determined by RCD’s Assessment and Management Consultant’s arborists;
- The participation rate for private property owners in the Consolidated Debris Removal Program is less than 100 percent; and
- Other unforeseen factors at the time of this RFP publication.

This work will include all or some of the following: the preparation, removal, transport, and recycling or disposal of metals, ash, debris, vegetation, concrete foundations and flatwork, household hazardous waste, potentially dangerous trees, and coordination with a third-party monitor for removal of contaminated soil on residential properties.

Some commercial properties may also be included in this program at the direction of Boulder County. Receiving facilities will be identified by the Bidder. A list of landfills that are capable of accepting ash and debris from these Operations is included in Attachment 4. Contractor is responsible for making arrangements for using receiving facilities or temporary facilities, and proposing selected receiving facilities to RCD. RCD must pre-approve Contractor’s use of receiving facilities for these Operations.

Combined Programs:

Participation in the County’s Consolidated Debris Removal Program (County Program) is voluntary. Property owners are required to complete and sign a Right of Entry (ROE) permit to participate in the County Program. The ROE permit is the enrollment mechanism that authorizes RCD and its Contractors to perform work. Public entities may also be required to complete and sign a ROE permit. RCD does not control nor guarantee the ultimate number of ROE permits received. As a result, RCD also does not control or guarantee the number of enrollees in the County Program or the number of properties or debris types eligible for Private Property Debris Removal.

None of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by RCD. The scheduled duration of the work is also not guaranteed by RCD. The quantity of Structural Debris and/or Hazard Trees removed as part of these Operations and applicable to this RFP is subject to change based on the discretion of the County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County Program, and other unanticipated factors. Potential bidders are advised to submit bid schedules accordingly as no rate changes will be allowed for quantity variations.

The deployment of Structural Debris or Hazard Tree Removal Crews will be dictated by the County based on the ROEs received, the County's requests, and operational needs.

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 boco.org/haul)
- **Complete and sign the Self-Certification Form** (located at <http://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 boco.org/haul. For questions, please call (720) 564-2220.

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 driver's side 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.

Site Eligibility

The intent of the disaster debris removal program is to remove destroyed single family homes, residential structures, and other eligible debris destroyed by the declared fires so that the property owner can rebuild on their property. FEMA may deem other damaged structures to be destroyed or eligible for clean-up on a case-by-case basis.

Mobile Home Parks are not automatically part of the Debris or Tree Removal Operations. They may be included in the program, on an as-approved basis. If mobile home parks are deemed eligible by the FEMA, then each mobile home park will be considered for inclusion and compensation.

Only parcels for which the property owner has submitted a ROE will be included in this program, unless otherwise designated by the State IMT and local government.

Non-residential, commercial, industrial and public properties (i.e., schools, local and state parks, camps, and other public structures) may be included in this operation, on a case-by-case basis. If such facilities are determined to be included in this program, the County will compensate the Contractor based on the bid schedule.

Parcels may also require waste profiling and characterization prior to debris removal. The Contractor will be responsible for conducting any required waste profiling and characterization if requested and pursuant to Attachment 2, CDPHE Guidance.

Environmental Justice Considerations

Presidential Executive Order 12898, Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, directs each federal agency to avoid disproportionate and high adverse human health or environmental effects to low-income and minority populations. Contractor must work with the County to identify low income and minority communities to gain better understanding of how response and recovery efforts, including mitigation, may impact such groups and communities. Additionally, once low income and minority communities have been identified, Contractor must work with the County to minimize any potential adverse impacts to those communities.

MONITORING

The Contractor shall allow third party 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. Monitoring also includes truck certification for each truck utilized in the projects.

AIR MONITORING

Community air monitoring and personal air monitoring is required pursuant to CDPHE Guidance found in Attachment 2. Air monitoring shall be built into the disaster debris removal crews line item in the rate sheet and will not be invoiced separately.

TRAFFIC CONTROL

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area which may require coordination with local law enforcement. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

The contractor shall be responsible for traffic control during operations performed by the contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Colorado

Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD), latest edition and all other applicable documents.

Traffic control may be required at the final disposal site(s) as determined by local and state authorities.

The foregoing requirements are to be considered as the minimum requirement and the Contractor's compliance shall in no way relieve the Contractor of any final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Traffic control shall be built into the disaster debris removal crews line items in the rate sheet and will not be invoiced separately.

DUST CONTROL

In order to mitigate air and water quality concerns, Boulder County and the State of Colorado have / will apply hydromulching to all destroyed property sites. This effort will alleviate the need for dust control and wetting material at each site, but will not entirely eliminate this requirement. Some materials deemed for recycling will be required to be cleaned before recycling. Dust control shall be built into the disaster debris removal crews line items in the rate sheet and will not be invoiced separately.

HAZARDOUS WASTE SPILLS

The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids, and shall be responsible for reporting to the County and remediating all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the County.

Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to CDPHE by calling 877-518-5608 and the County immediately following discovery. A written follow-up report shall be submitted to the County no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/CDPHE reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than The County.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

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. Contractor's Equipment shall be included in their respective Per Parcel Rates in the rate sheet and not invoiced separately.

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 potential temporary Debris Management Site (DMS) and/or 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. **Please see Attachment 1 for additional equipment requirements.**

INDIVIDUAL PROPERTY ASSESSMENTS

Contractor shall check for underground utilities by alerting Underground Service Alert (USA) for public right of way, prior to parcel sign installations and prior to debris removal. Check for underground utilities by using an independent private utility locator service for private right-of-ways, if necessary.

Assess properties for structural debris, including identification of debris footprint, utilities, site access, and other site conditions. If properties in the operational area (likely only in Operation 1) are on septic systems, work with the County Public Health Environmental Health Division to identify septic tank and leach field locations on each property (to be verified by 1. Property Owner, 2. City/County, 3. Technical Assistance Contractor, and 4. Contractor to mark). Contractor is ultimately responsible for damaged septic tanks and leach field systems.

Operation 1 could include water wells. In this case, Contractor shall identify water wells, springs, other water sources (such as sprinkler systems) and water storage tanks on properties not serviced by the local water agency, if feasible.

Contractor shall identify and contact owner of large, partially damaged or undamaged propane tanks.

Individual Property Assessments shall be included in the Per Parcel Debris, Ash and Soil Removal line item and not invoiced separately.

PROPERTY DAMAGE

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.

DISASTER DEBRIS REMOVAL CREWS

This per crew unit bid item includes the mobilization of one disaster debris removal crew to the project, including:

- Personnel, which shall consist of three operators, two labor personnel, and two traffic control personnel as needed per work area
- Equipment, including at least one (1) excavator (1) front end loader, (1) skid steer, and as needed, one non-potable water truck
- Supplies such as water buffalos, male and female portable restrooms, emergency eye wash, and stand-alone hand sanitation stations for the duration of the overall operation.

No tracked equipment shall be allowed on public streets without the written permission of the County. Ancillary crews, such as re-scrape crews, erosion control crews, or asbestos abatement crews, are not considered Disaster Debris Removal Crews for the purposes of this line item, and their mobilization shall not be separately compensated.

All debris removal crews shall be ready to immediately begin work and shall be supported with sufficient trucking to execute the approved Debris Operations Plan.

TEMPORARY DEBRIS MANAGEMENT SITE (DMS)

The County may request Contractor to open a temporary Debris Management Site (DMS). A DMS generally consists of a temporary ash and debris stockpile, a protective berm, and operational areas allowing for trucking access. If requested by the County, the site shall be permitted under local and State of Colorado Department of Public Health & Environment and Stormwater Division as necessary. Contractor shall provide monitoring of Operations at DMS including community air monitoring services. Air monitoring cost shall be included in the DMS Site Management cost and not invoiced separately.

Contractor shall follow the conditions set forth by local and State agencies for the operation of the DMS, which are mandatory for its continued use. Violations of the conditions will be reported to the County. If it is determined there is a violation the Contractor will be informed of such violations. A violation will incur a minimum delay in operations for 24 hours. During that time no inbound or outbound ash and debris transports can be processed. Individual property ash and debris removal operations can continue but without the use of the DMS. If violation is not resolved within 24 hours of notification from the Contract Manager, the closure plan will be triggered.

Weight Scales and Inspection Towers:

If 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 where a certified scale is not available. 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.

CLOSURE PLAN

The closure plan is the plan of ending operations of the DMS. This will include removal of all waste materials brought from the site, decontamination of equipment and materials used, and removal of materials to create the DMS to include the perimeter berm, sacrificial layer and underlying plastic sheeting. Cleanup of existing asphalt and surrounding surfaces shall also be completed. This may include removal of areas determined to be contaminated by way of soils sampling and testing from soils underlying the exclusion zone operating area by the Contractor. The Contractor will fully complete site closure plan and demobilize within 21 days' notice from the County, local or State agency.

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. The cost of street sweeping shall be included in the Closure Plan and not invoiced separately.

Per Parcel Debris, Ash, Vegetative and Incidental Soil:

This item includes the removal, and transport of surface ash, and soil should be scraped to ensure that all ash and building debris has been removed from the site. It also includes the removal and transport of burned debris, which consists of the burned home remains, including burned or partially burned furniture, personal belongings, and unsupported walls, or chimneys that are hazardous to debris removal crews. Undertake removal and hauling of disaster-related debris consisting of vegetative debris silt/mud/sand and rock. Some debris to be collected under this service may be easily accessible, whereas other vegetative debris removal may require special equipment or considerations to extract. The amount of debris is unknown but estimated based on prior disasters.

Vegetative material will be hauled directly to a compost processing facility, biochar or other facility approved by the County. Metals such as white goods, household appliances and patio furniture are separated on the rate sheet for disposal at cost. This bid item includes back filling soil, trench plating and

other environmental measures necessary for compliance or mitigation as well as existing culverts and other improvements from damage by the Contractor's equipment and trucks.

Household Hazardous Waste (HHW) includes handling, removal and transportation 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. HHW handling, removal and transportation shall be included in the per parcel rate for debris, ash and incidental soil removal and not billed separately.

CFC-containing devices and electronic waste are prohibited items from disposal in Subtitle D landfills. The separation of these items is to be included in the Per Parcel Debris, Ash, Vegetative and Incident Soil rate and not billed separately. Provide per unit recycling and disposal pricing for CFC-containing appliances and electronic waste recycling and disposal.

This Bid Item also includes all erosion control measures during cleanup (i.e. vehicle tracking controls, inlet protection, erosion and sediment control such as straw wattles, etc.) and temporary stabilization at completion as required per Boulder County direction. Erosion control measures shall be included in the per parcel rate for debris, ash and incidental soil removal and not billed separately.

Temporary Safety fence will be installed around potential safety hazards, such as swimming pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective. Sites on which fencing is to be placed will have been cleared of ash and or other debris, as part of the overall debris removal operation. Fencing will be installed after the Contractor has demobilized from the area and the property has passed its soil sampling and analysis testing. The fencing is intended as a safety precaution to indicate that there is a nearby fall hazards after the debris removal operation has been completed. The fence is intended to minimize access in areas. This fencing will not be removed by the Contractor. The cost of fencing and installation shall be included in the Per Parcel Debris, Ash, Vegetative and Incidental Soil and not invoiced separately.

As necessary, the Contractor shall perform street sweeping or vacuuming. Contractor shall provide before and after photographs of the street in front of each parcel as documentation. The cost of street sweeping shall be included in the Per Parcel Debris, Ash, Vegetative and Incidental Soil and not invoiced separately.

Per Parcel for Concrete:

This item includes the separation and loading of all eligible concrete from an individual property. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading concrete and reinforced concrete at the site into trucks and includes trucking and receiving facility fees. The concrete may include foundations, flatwork, driveways, retaining walls, tanks, and other miscellaneous concrete items as identified and approved. Includes sizing concrete to receiving facility specified size and cutting of protruding rebar pieces, as required by the receiving facility. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of concrete. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill as to prevent settling. The costs of all fill material and placement shall be included in the per parcel cost provided, with and without fill, in the case that fill is not required.

Contractor is required to cooperate with a third party for foundation and slab analyses to be conducted by a licensed engineer. Contractor is required to cooperate with third party monitor to test concrete for asbestos before recycling. Contractor is required to recycle all eligible, non-asbestos concrete. Brick from damaged historic buildings should be salvaged if possible. Please refer to Attachment 3 for environmental

and historical preservation guidelines.

Per Parcel Metal:

This item includes the removal and transport of metals (such as white goods, household appliances, and patio furniture, etc.).

Per Parcel Asbestos Removal and Disposal:

This item includes the removal, transport, and disposal of regulated asbestos containing material (RACM). This Item is per parcel for a fully equipped, three-person asbestos abatement crew to remove, transport, and dispose of the identified asbestos. There is a requirement for at least one supervisor trained in the asbestos NESHAP to be on site. This may include the demolition of chimneys or 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. State Guidance is provided in Attachment 2. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM, and is responsible for all tipping and disposal fees. This item includes labor, personal protective equipment (PPE), asbestos testing as needed, appropriate protective temporary storage, disposal, truck rental, temporary storage box(es), mobilization and demobilization, travel-time, per diem, and fuel. Please see Attachment 4: Potential Debris Disposal Sites.

Per Parcel Soil Removal, Re-Scrape and Disposal:

This item includes the removal, loading, and disposal of additional soils, if necessary, from an individual parcel that has been determined to be still contaminated with ash and other harmful materials. This soil is removed from specific decision units or areas pre-marked to meet the operation-specific cleanup goals described by the contract administrator. The bid unit is per parcel. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading trucks with contaminated soil at the site and includes trucking and receiving facility fees.

Regardless of the number of re-scrapes required or the quantity of soil removed, this bid item will be paid only once per parcel and for no more than 25% of the total number of parcels where debris removal is performed. Further re-scrapes necessary, as determined by RCD, shall be performed without compensation. These compensation limitations do not apply to parcels where RCD determines that cleanup goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of RCD.

This is an individual property cost, but in the event that re-scrapes exceed 25%, the total re-scrape cost will be allocated pro-rata across all re-scraped parcels.

Vehicle abatement:

This item includes providing adequate equipment and an operator to abate vehicles (burned hulks) and recycle them, which may include adjudicating vehicles onsite or transporting burned vehicles to an off-site collection point to adjudicate vehicles, draining and disposing of the fluids to an approved hazardous waste facility (if and as necessary), and ultimately transporting the vehicles to an approved recycling facility. The vehicles shall not be crushed prior to adjudication. They shall be bundled with a net to prevent items from falling from the vehicles into the roadway during transport. This item is for any vehicle legally required to be registered with the State of Colorado, including, but not limited to, passenger vehicles, light trucks, sport utility vehicles, motorcycles, all-terrain vehicles, utility and boat trailers, recreational vehicles, buses, boats and vessels, and construction and farm equipment. The bid unit is per vehicle removed, abated, and recycled.

Hazard Tree Removal:

For the purposes of addressing the immediate threat to public safety due to hazard trees (as defined by FEMA Public Assistance Program and Policy Guide {PAPPG} Version 4), Boulder County may instruct Contractor to remove hazard trees.

These line items include all equipment and labor for the felling of hazardous trees. The cost per tree removal will be determined by the diameter of the tree, measured 4.5 ft above the ground.

Preliminary estimated number of Hazard Trees in the impacted areas are listed above, but these numbers are only preliminary estimates; actual quantities of hazard trees are not guaranteed and may vary from the estimates substantially, either higher or lower, after the Contracts are awarded. Some factors that may cause a change in hazard tree count include, but are not limited to:

- The number of hazard trees over or under-estimated;
- The actual number of hazard trees to be removed will be determined by RCD's Assessment and Management Consultant's arborists;
- The participation rate for private property owners in the Consolidated Debris Removal Program is less than 100 percent;
- Other unforeseen factors at the time of this RFP publication

Estimates by size of tree is for scoring only and is not necessarily reflective of actual work that may occur.

Specify unit pricing for Hazard Trees removed 6-12", Hazard Trees removed 12.1-24", Hazard Trees removed 24.1-36", Hazard Trees removed 36.1"+, Hazard Limbs (2"+ in diameter), and Stump Removal (24"+ in diameter). The cost of disposing of hazard trees is to be included in the vegetative debris disposal line item and not to be billed separately.

Hazard Limb Removal:

Hazard limbs that are still hanging in the tree and are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat may be removed under this contract. This line item will be on a per tree basis and limbs in a Hazard Tree will be removed with the entire tree. The cost of disposing of hazard limbs is to be included in the vegetative debris disposal line item and not to be billed separately.

Stumps:

The Contractor shall extract, removal, and haul hazardous stumps 24" in diameter or greater measured 2 feet above the ground that have at least 50% of the root ball exposed on a per stump basis. 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 included in the per stump cost provided.

For stumps that have less than 50 percent of the root-ball exposed, the stump shall be flush cut at ground level and dispose of the cut portion will be included in the debris by cubic yard or parcel line item, not a per stump basis.

For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, these items will also be included in the debris by cubic yard or parcel line item, not a per stump basis. The cost of disposing of stumps is to be included in the vegetative debris disposal line item and not to be billed separately.

Unit Rate for Debris, Ash, and Incidental Soil Removal:

This per unit cost item includes disposal of debris, ash, and soil. The Contractor will be required to segregate, recycle, and report on the waste streams in accordance with the requirements and guidance but the unit rate paid per cubic yard shall be the same for all materials removed with the exception of concrete, vegetative debris, and metal which unit price shall be provided separately. Please see Attachment 4: Potential Debris Disposal Sites.

Unit Rate for Concrete:

This item includes the recycling/disposal of all concrete, which can be disposed of for free at Colorado Aggregates, and potentially other locations. Brick from damaged historic buildings should be salvaged if possible. Please see Attachment 4: Potential Debris Disposal Sites.

Unit Rate for Metal:

The unit cost is intended to include all activities and equipment related to excavating, separating, and loading metal at the site into trucks and includes trucking and receiving facility fees. Contractor is required to recycle all eligible metal. Metal from damaged historic buildings should be salvaged if possible.

Unit Rate Vegetative Debris Disposal:

Provide unit pricing for disaster-related debris consisting of vegetative debris including hazard trees, limbs and stumps. Material will be hauled directly to a compost processing facility, biochar or other facility approved by the County.

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 "preload" ticket may be written for a full load only.

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.

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.

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. Contractor shall comply with third party contractor for site closeout activities.

Contractor shall comply with federal endangered species and endangered species habitats or other applicable Environmental or Historic Preservation criteria required by FEMA. Please see Attachment 3 for the FEMA Environmental and Historical Preservation Green Sheet

Contractor must appropriate County/City land use permits, as well as Storm Water Pollution Protection Permits (SWPPPs) and Industrial Waste Permits if required, and any required (local, regional, County, or Federal) operational Permits.

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. Contractor shall submit invoices no less than every two weeks.

Bonding requirements (2 C.F.R. § 200.326).

Except where the Federal awarding agency or pass-through entity has made a determination that alternative bonding policy and requirements adequately protect the Federal interest, Contractor agrees to comply with the following minimum bonding requirements:

- (a) Contractor must provide a bid guarantee equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Contractor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) Contractor must provide a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- (c) Contractor must provide a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Rate Sheet

Description	Est quantity per parcel or units	Unit price		Total
Disaster Debris Removal Crews	20	\$	Per Crew	\$
Debris Management Site (DMS) Management	1	\$	Per CY	\$
Scale Set-up (if needed)	1	\$	Per Scale	\$
Inspection Tower	6	\$	Per Tower	\$
Scissor Lift	6	\$	Per Lift	\$
DMS Closure	1	\$	Per DMS	\$
Per Parcel Debris, Ash, Vegetative, and Incidental Soil	89 c.y.	\$	Per Parcel	\$
Per Parcel Concrete Removal without fill	40 c.y.	\$	Per Parcel	\$
Per Parcel Concrete Removal with fill	81 c.y.	\$	Per Parcel	\$
Per Parcel Metal Removal	79 c.y.	\$	Per Parcel	\$
Per Parcel Asbestos Removal and Disposal	39 c.y.	\$	Per Parcel	\$
Per Parcel Soil Removal, Re-Scrape, Disposal as needed	50 c.y.	\$	Per Parcel	\$
Vehicles Abatement	1,336	\$	Per Vehicle	\$
Hazard Trees removed 6-12"	1	\$	Per Tree	\$
Hazard Trees removed 12.1-24"	1	\$	Per Tree	\$
Hazard Trees removed 24.1-36"	<1	\$	Per Tree	\$
Hazard Trees removed 36.1"+	<1	\$	Per Tree	\$
Hazard Limbs (2"+ in diameter)	<1	\$	Per Tree	\$
Stumps (24"+ in diameter)	<1	\$	Per Stump	\$
Unit Rate for Debris, Ash, and Incidental Soil Disposal	89 c.y.	\$	At Cost	\$
Unit Rate for Concrete and brick disposal/recycling	81 c.y.	\$	At Cost	\$
Unit Rate for Metal Recycling (include rebate if applicable)	79 c.y.	\$	At Cost Per Ton	\$
Unit Rate for Vegetative Debris Disposal	10 c.y.	\$	At Cost	\$
Appliances with CFCs	<1	\$	At Cost	\$
E-Waste	<10	\$	At Cost Per Pound	\$



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

i. Commercial General Liability

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

ii. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. Workers' Compensation and Employer's Liability

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

iv. Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

v. Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

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

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive. You are NOT required to include additional insured status until the time a contract is executed.

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.

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' DUNS number with your proposal.



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 1325 Pearl Street
 Boulder, CO 80302
purchasing@bouldercounty.org

SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with a completed rate sheet
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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EVALUATION CRITERIA

EVALUATION CRITERIA

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

- Project Cost
- Timeline – Total time for Project Schedule
- Past Experience with Similar Projects
- References from Similar Project Customers

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Project Cost	50
Timeline for Project Schedule	20
Past Experience with Similar Projects	20
References from Similar Project Customers	10
Total Possible	100



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SIGNATURE PAGE

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

By signing below I certify that:

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

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

Date

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

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor agrees to perform the services as required by this Contract (the "Work"). County will assign Work on an as-needed basis. County may enter into contracts with other contractors to provide services the same as or similar to the Work. Individual scopes of work, costs, start dates, and any other relevant project details must be agreed to in writing by both Parties prior to start of such Work and such project-specific documents shall be incorporated into this Contract upon acceptance. **Contractor acknowledges that this contract does not guarantee Contractor any amount of Work.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the Work as described in the **Details Summary, Contract Documents**, and the project-specific documents mutually agreed upon in writing. Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

a. **Time is of the essence with respect to Contractor's obligations in performing the Work.** By signing this Contract, Contractor certifies that it has sufficient resources capable of swift deployment to expediently complete the Work.

b. Contractor shall provide cost effective debris removal accumulated on properties as directed by the County, whether such properties are public, private, commercial, or streets, schools, roads, or locally-owned facilities.

c. As directed by the County in writing, Contractor shall remove all debris from the County rights of way. Contractor will exercise the highest standard of care to prevent additional damage to any public or private property.

d. Contractor shall exert maximum effort to save from destruction items that property owners wish to save, such as trees and building foundations. Contractor is responsible for all claims of damage to private properties. Contractor shall make every effort to avoid damage to utilities (water, sewer, gas electric, communication lines). The County does not warrant that all utility facilities will be located prior to performance of the Work.

e. Contractor shall ensure that it has received all required approvals from the County and property owners before performing any Work on their property. Contractor shall not perform any Work on properties for which Contractor lacks sufficient consent and approvals.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**. The **Contract Amount** is a not-to-exceed amount for the **Contract Term**. The cost of services shall be established on an as-needed, as-requested basis consistent with the terms of this Contract.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.
7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.
8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.
9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, the City of Louisville, the Town of Superior, the State of Colorado, the U.S. Government, and their agencies, elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property

infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination**: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. **Information and Reports**: Contractor 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. Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information. Contractor shall retain all records related to the Work for a period of three (3) years following completion of the Work.

12. **Independent Contractor**: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. **Termination**

a. **Breach**: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. **Non-Appropriation**: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in

any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor. The County may terminate this Contract, without penalty or financial obligation, within eleven (11) days of the date of last signature as indicated on the signature page.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

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

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

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract. Contractor is responsible to ensure that its subcontractors comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols and this Contract.

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

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

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

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

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's

performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

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

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

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

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

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

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

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

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that

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

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. [For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.] COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform county work in a county facility" means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in a county building. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County's request.

45. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

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

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

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

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

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

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. **Workers' Compensation and Employer's Liability**

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

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

v. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest:		<i>Initials</i>	
Attestor Name:			
Attestor Title:			

FEMA ADDENDUM

OFFICE OF MANAGEMENT AND BUDGET

POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **Contract, RFP 7301-22**, Contract (the “Contract”) between **[contractor]** (“Contractor”), and Boulder County, (the “County”).

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are added and incorporated into the Contract:

ADDITIONAL FEMA REQUIREMENTS

[All contracts]

- i. Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iii. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- iv. No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.

v. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Contract.

vi. Access to Records: The following access to records requirements apply to this Contract:

(1) Contractor agrees to provide County, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

vii. Unexpected Discoveries, Previously Unidentified Historic Properties, or Unexpected Effects on Historic Properties:

Upon notification by a Subrecipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Programmatic Agreement: National Historic Preservation Act, Section 106 compliance) Stipulation I.B.3(e), Recipient(s) Roles and Responsibilities, the Recipient(s) shall immediately notify FEMA and require the Subrecipient to:

- a. Stop construction activities in the vicinity of the discovery.
- b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribe(s), and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, participating Tribe(s), and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the undertaking on historic properties.
- c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable State statute(s), such as SDCL 34-27, and protect the remains from any harm.
- d. Assist FEMA in completing the following actions, as required:
 - i. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review (Programmatic Agreement: National Historic Preservation Act, Section 106 compliance), to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effects of the

Undertaking, resolve adverse effects if necessary, and ensure compliance with applicable Federal, State, and local statutes.

ii. FEMA shall coordinate with the Recipient(s) and the Subrecipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.

iii. In cases where discovered human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and any state-specific policies that may be in force.

Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards

(A) *[For contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]*

Breach. Any breach of the Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor's breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties. Termination for cause and convenience are governed by the provisions of the Contract.

(B) *[All contracts in excess of \$10,000]*

Termination. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(C) *[Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3]*

Equal Employment Opportunity. Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) *[When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]*

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145). Contractor must fully comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland "Anti-Kickback" Act to the Federal awarding agency.

(E) [Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. 3702 of the Act, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth in this paragraph, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. The County can withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this paragraph.

(F) [If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a)]

Rights to Inventions Made Under a Contract or Contract. For contracts entered into by the Contractor or the County with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the parties must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

(G) [Contracts and subgrants of amounts in excess of \$150,000]

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) [For contract awards (see 2 CFR 180.220)]

Debarment and Suspension (Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) [For contracts exceeding \$100,000]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

(J) *[All contracts]*

Procurement of recovered materials (2 CFR §200.322). All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(K) *[All contracts]*

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Contractor is prohibited from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) *[All contracts]*

2 C.F.R. Part 25 Universal Identifier and System for Award Management.

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25.

(M) *[All contracts]*

2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(N) *[All contracts]*

Civil Rights Requirements

Subrecipient shall comply with all statutes and regulations prohibiting discrimination applicable to this award, which include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Assurances of Compliance with Civil Rights Requirements

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal

financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(O) *[All contracts]*

Requirements for Drug-Free Workplace, 31 C.F.R. Part 20

As a Subrecipient, you agree to comply with the requirements of the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. Specifically, Subrecipient agrees to:

(a) First, make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to -

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 20.205 through 20.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 20.225).

(b) Second, identify all known workplaces under your Federal awards (see § 20.230).

(P) *[All contracts]*

New Restrictions on Lobbying, 31 C.F.R. Part 21

Subrecipient certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Q) *[All contracts]*

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), the County encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(R) *[All contracts]*

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225

(Oct. 6, 2009), the County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

(S) *[All contracts]*

Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).

If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ATTACHMENT 1 ADDITIONAL EQUIPMENT SPECIFICATIONS

The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, load and haul for disposal of debris and ash residue, and any other equipment which may be necessary for the performance of this contract.

All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. This includes a hauler licensing and reporting requirement for each truck utilized in the project.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by The County.

Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted.

The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The County reserves the right to refuse equipment that is demand unsafe or inadequate.

All equipment used for hauling debris shall be measured and marked for its load capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.

Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings on a placard. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by The County.

Hauling containers shall be a minimum of 10 cubic yards in volume unless approved by The County.

Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.



Asbestos

Marshall Wildfire, December 2021 Residential Property

Ash and debris from burned structures may contain toxic substances due to the many synthetic and other materials that may have been present in buildings. For example, car batteries or mercury light bulbs, lead-based paint, plastic items, and other potentially toxic materials may have been present in the buildings prior to the fire. Entry into buildings that are partially damaged by the fire or handling any ash or debris from buildings is not recommended. At minimum, people should wear protective clothing and equipment to avoid skin contact with debris and inhalation of ash. Those responding to and who are impacted by the Marshall Wildfire need to make sure they are protected against tetanus. Tetanus vaccine (Tdap, DTaP, or TD) is recommended for anyone who does not have a documented dose within the past 10 years. Tetanus vaccines for first responders and residents are available, regardless of insurance status at Boulder County Public Health. Please call (303) 413-7799 or email PHIMM@bouldercounty.org.

One particular concern in handling debris from residential structures damaged or destroyed by wildfires is the possible exposure to asbestos fibers. Asbestos is a known carcinogen and exposure to asbestos fibers can cause or contribute to the development of various diseases including asbestosis, mesothelioma and lung cancer. Asbestos fibers have been commonly used in a variety of building materials including wall and ceiling textures, drywall, insulation, sheet vinyl flooring and floor tiles. Asbestos-containing materials that are in good condition should not pose a hazard. However, materials that are damaged or disturbed can release asbestos fibers creating a potential exposure risk for building occupants and neighbors. To address this, Colorado law has detailed requirements related to the proper identification, handling and disposal of asbestos-containing materials.

Colorado enforces asbestos requirements under Colorado Regulation No. 8, Part B. For residential properties, including commercial residential buildings with four or fewer dwelling units, the Colorado Department of Public Health and Environment is able to waive some of the asbestos requirements of Colorado Regulation 8, Part B.

For residential buildings that are damaged or completely destroyed by wildfires, following all of these requirements may not be possible or feasible. In recognition of this, the following modified procedures for dealing with residential structures damaged or destroyed by these wildfires must be followed:

- I. **Addressing asbestos in residential buildings completely destroyed by the fire where only ash and debris remain, or where sampling building materials for the presence of asbestos cannot be done safely¹:**

Safe Handling of ash and debris

The ash/debris should be handled in a manner that will minimize potential exposure to asbestos fibers and other hazardous materials in the debris.

- **Ash/debris must be wetted to minimize dust; packaged inside a container (such as an end-dump roll-off or truck) lined with double 6-mil plastic sheeting with the sheeting completely closed over the material and sealed once the container is loaded.**

¹ Building owners should work with appropriate local officials overseeing the fire response to determine whether a partially damaged structure can be safely inspected.

- Soil under/surrounding the building should be scraped to ensure that all ash and building debris has been removed from the site.
- Contractors should consult with the Occupational Safety and Health Administration (OSHA) at (303) 844-5285 (Denver) to determine training and personal protective equipment that will be required for those handling this material.

Disposal of ash and debris

Ash and debris must be disposed of at an approved landfill. The following landfills can accept ash and debris from residential buildings completely destroyed or damaged by these fires that cannot be safely characterized for the presence of asbestos.

Tower Landfill, Inc. 8480 Tower Road Commerce City Steve Derus: 720-590-4046	Denver Arapaho Disposal Site 3500 S. Gun Club Road Aurora Chris Anderson: 720-876-2633	Buffalo Ridge Landfill 11655 WCR 59 Keenesburg Michelle Wittenbrink: 303-229-8085
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Front Range Landfill
1830 WCR 5
Erie
Randy Tourville
303-673-9431

No other landfills are currently approved to accept ash and debris from buildings completely destroyed by these fires. In order to get approval to accept these materials, landfills must request and receive permission from the Hazardous Materials and Waste Management Division (HMWMD) which will include agreement to implement certain best management practices designed to protect landfill workers and nearby public from potential asbestos hazards.

- Please contact the landfill before loads are taken there to confirm waste acceptance, alert them that the material is coming, and initiate a waste profile. The landfill should be informed that the material has come from the Marshall Fire area and may contain suspect asbestos-containing materials or other hazardous materials. Please take debris directly to the landfill.
- Recycling of metal and concrete foundations is permissible under the following circumstances: Metal debris must be washed clean of ash/debris prior to recycling. If you wish to recycle a concrete foundation, the concrete must be inspected by a Colorado certified asbestos building inspector to determine that it is free of asbestos-containing materials prior to recycling.

Notification and Permitting Requirements

State demolition permitting requirements are waived. However, the building owner or contractor must submit written notification to CDPHE's Indoor Environment Program. This notification should be done using the Disposal Notification Form - Residential Buildings, Marshall Wildfire, December 2021. There is no fee associated with this notification.

II. Addressing asbestos in residential buildings only partially damaged by the fire and where sampling building materials for the presence of asbestos can be done safely:

Remaining building materials must be inspected by a Colorado certified asbestos building inspector prior to renovation/demolition or debris handling activities impacting the building materials. If asbestos-containing material(s) is present in amounts greater than the trigger levels, and the materials would be disturbed by renovation or demolition activities, they must be removed and disposed of in accordance with Colorado Regulation No. 8, Part B - Asbestos.

III. If there is known asbestos-containing material above regulatory trigger levels in a residential building, the owner must follow the requirements of Colorado Regulation No. 8, Part B.

For buildings that had been previously inspected and found to contain asbestos-containing materials or were previously known to contain asbestos in amounts greater than the state trigger levels, and these materials would be disturbed by renovation or demolition activities, they must be removed and disposed of in accordance with Colorado Regulation No. 8, Part B - Asbestos.

Information on Asbestos Consulting Firms (asbestos inspectors), Asbestos Abatement Contractors and Asbestos Landfills can be found on the CDPHE's Asbestos page at: <https://cdphe.colorado.gov/indoor-air-quality/asbestos>

For additional asbestos information, please contact the CDPHE Indoor Environment Program at: (303) 692-3100 or cdphe.asbestos@state.co.us



Asbestos

Marshall Wildfire, December 2021 Public and Commercial Buildings and Buildings subject to the Asbestos NESHAP

Ash and debris from burned structures may contain toxic substances due to the many synthetic and other materials that may have been present in buildings. For example, chemicals, pesticides, batteries, plastic items, and other potentially toxic materials may have been present in the buildings prior to the fire. Public and commercial structures may contain larger amounts of these materials. Entry into buildings that are partially damaged by the fire or handling any ash or debris from buildings is not recommended. At minimum, people should wear protective clothing and equipment to avoid skin contact with debris and inhalation of ash. Those responding to and who are impacted by the Marshall Wildfire need to make sure they are protected against tetanus. Tetanus vaccine (Tdap, DTaP, or TD) is recommended for anyone who does not have a documented dose within the past 10 years. Tetanus vaccines for first responders and residents are available, regardless of insurance status at Boulder County Public Health. Please call (303) 413-7799 or email PHIMM@bouldercounty.org.

One particular concern in handling debris from structures damaged or destroyed by wildfires is the possible exposure to asbestos fibers. Asbestos is a known carcinogen and exposure to asbestos fibers can cause or contribute to the development of various diseases including asbestosis, mesothelioma and lung cancer. Asbestos fibers have been commonly used in a variety of building materials including wall and ceiling textures, drywall, insulation, sheet vinyl flooring and floor tiles. Asbestos-containing materials that are in good condition should not pose a hazard. However, materials that are damaged or disturbed can release asbestos fibers creating a potential exposure risk for people working on site or on neighboring sites.

Colorado enforces asbestos requirements under Colorado Regulation No. 8, Part B. It is also delegated the authority and obligation to enforce the federal National Emission Standards for Hazardous Air Pollutants (NESHAP) regarding asbestos in public and commercial buildings. For residential properties, including commercial residential buildings with four or fewer dwelling units, the Colorado Department of Public Health and Environment is able to waive some of the asbestos requirements of Colorado Regulation 8, Part B. Please see the specific documents developed for residential properties affected by the Marshall Wildfire. Colorado cannot waive federal requirements for public and commercial Buildings and other buildings subject the federal NESHAP.

I. **Addressing asbestos in public and commercial buildings and buildings subject to the Asbestos NESHAP that have been completely destroyed by these fires where only ash and debris remain (no portion of the structure still standing).**

Safe handling of ash and debris

The ash/debris should be handled in a manner that will minimize potential exposure to asbestos fibers and other hazardous materials in the debris.

- Ash/debris must be wetted to minimize dust; packaged inside a container (such as an end-dump roll-off or truck) lined with double 6-mil plastic sheeting with the sheeting completely closed over the material and sealed once the container is loaded.
- Soil under/surrounding the building should be scraped to ensure that all ash and building debris has been removed from the site.
- Contractors should consult with the Occupational Safety and Health Administration (OSHA) at (303) 844-5285 (Denver) to determine training and personal protective equipment that will be required for those handling this material.

Disposal of ash and debris



DISPOSAL NOTIFICATION FORM

Public and Commercial Buildings and Buildings subject to the Asbestos NESHAP

Marshall Wildfire, December 2021

Applicable for public and commercial buildings and buildings subject to the Asbestos NESHAP by this fire. There is no fee associated with this notification.

Building Owner	Owner's Name:		
	Street:		
	City:	State:	Zip Code:
	Telephone # ()		
Site Address	Building Name:		
	Street:		
	City:	County:	Zip Code:
Contractor	Company/Contractor's Name:		
	Street:		
	City:	State:	Zip Code:
	Telephone # ()		
Landfill	Landfill Name:		
	Street:		
	City:	State:	Zip Code:
	Telephone # ()		

Work Dates: _____

Submit form by mail or email (no fee is required) to:

Indoor Environment Program Permit Coordinator
 Colorado Dept. of Public Health and Environment
 APCD-IE-B1
 4300 Cherry Creek Drive South
 Denver, CO 80246-1530
cdphe.asbestos@state.co.us

Please call (303) 692-3100 with any questions



DISPOSAL NOTIFICATION FORM

Residential Buildings

Marshall Wildfire, December 2021

Only applicable for residential buildings completely destroyed or rendered unsafe to inspect by these fires. There is no fee associated with this notification.

Building Owner	Owner's Name:		
	Street:		
	City:	State:	Zip Code:
	Telephone # ()		
Site Address	Owner's Name:		
	Street:		
	City:	County:	Zip Code:
Disposal Contractor	Company/Contractor's Name:		
	Street:		
	City:	State:	Zip Code:
	Telephone # ()		
Landfill	Landfill Name:		
	Street:		
	City:	State:	Zip Code:
	Telephone # ()		

Submit form by mail or email (no fee is required) to:

Indoor Environment Program Permit Coordinator
 Colorado Dept. of Public Health and Environment
 APCD-IE-B1
 4300 Cherry Creek Drive South
 Denver, CO 80246-1530
cdphe.asbestos@state.co.us

Please call (303) 692-3100 with any questions.

Ash and debris from buildings that were completely destroyed by the fire must be disposed of at an approved landfill. The following landfills can accept ash and debris from public and commercial buildings completely destroyed by this fire.

Tower Landfill, Inc.
8480 Tower Road
Commerce City
Steve Derus: 720-590-4046

Denver Arapaho Disposal Site
3500 S. Gun Club Road
Aurora
Chris Anderson: 720-876-2633

Buffalo Ridge Landfill
11655 WCR 59
Keenesburg
Michelle Wittenbrink: 303-229-8085

Front Range Landfill
1830 Weld CR 5, Erie
Randy Tourville: 303-673-9431

No other landfills are currently approved to accept ash and debris from buildings completely destroyed by this fire. In order to get approval to accept these materials, landfills must request and receive permission from the Hazardous Materials and Waste Management Division (HMWMD) which will include agreement to implement certain best management practices designed to protect landfill workers and nearby public from potential asbestos hazards.

- Please contact the landfill before loads are taken there to confirm waste acceptance, alert them that the material is coming, and initiate a waste profile. The landfill should be informed that the material has come from the Marshall Fire area and may contain suspect asbestos-containing materials or other hazardous materials. Please take debris directly to the landfill.

Notification and Permitting Requirements

State demolition permitting requirements are waived. However, the building owner or contractor must submit written notification to CDPHE's Indoor Environment Program. This notification should be done using the Disposal Notification Form - Public and Commercial Buildings and Buildings subject to the Asbestos NESHAP, Marshall Wildfire, December 2021. There is no fee required for submission.

II. Addressing asbestos in damaged public and commercial buildings and buildings subject to the Asbestos NESHAP where the building or portions of the building must be demolished and where sampling building materials for the presence of asbestos cannot be done safely.

Building owners should work with appropriate local officials overseeing the fire response to determine whether a partially damaged structure can be safely inspected. A building that is structurally unsound and in danger of imminent collapse waives the requirements to inspect and remove regulated asbestos containing material. However, all debris must be treated as friable asbestos waste.

- If possible, provide written notification (10 working days in advance) to the Indoor Environment Program for all demolitions. Emergency provisions will allow notice to be made 24 hours instead of 10 working days.
- Ash/debris must be wetted to minimize dust; packaged inside a container (such as an end-dump roll-off or truck) lined with double 6-mil plastic sheeting with the sheeting completely closed over the material and sealed once the container is loaded.
- Soil under/surrounding the building should be scraped to ensure that all ash and building debris has been removed from the site.
- Ensure there is, at minimum, an asbestos trained supervisor on the jobsite with documentation available on site.
- In addition, Contractors should consult with the Occupational Safety and Health Administration (OSHA) at (303) 844-5285 (Denver) to determine training and personal protective equipment that will be required for those handling this material.

- All debris must be treated as friable asbestos waste and can only be disposed of in a landfill approved to accept waste generated by this event. The following are the landfills approved to accept this waste:

Tower Landfill, Inc.
8480 Tower Road
Commerce City
Steve Derus, 720-590-4046

Denver Arapaho Disposal Site
3500 S. Gun Club Road
Aurora
Chris Anderson: 720.876.2633

Buffalo Ridge Landfill
11655 WCR 59
Keenesburg
Michelle Wittenbrink: 303-229-8085

Front Range Landfill
1830 Weld CR 5, Erie
Randy Tourville: 303-673-9431

Notification and Permitting Requirements

State demolition permitting requirements are waived. However, the building owner or contractor must submit written notification to CDPHE's Indoor Environment Program. This notification should be done using the Disposal Notification Form - Public and Commercial Buildings and Buildings subject to the Asbestos NESHAP, Marshall Wildfire, December 2021. There is no fee required for submission.

Recycling of certain materials under Sections I and II

Recycling of metal and concrete foundations is permissible under the following circumstances: Metal debris must be washed clean of ash/debris prior to recycling. If you wish to recycle a concrete foundation, the concrete must be inspected by a Colorado certified asbestos building inspector to determine that it is free of asbestos-containing materials prior to recycling.

III. Addressing asbestos in public and commercial buildings and buildings subject to the Asbestos NESHAP that are only partially damaged by the fire and where sampling building materials for the presence of asbestos can be done safely:

Building materials must be inspected by a Colorado certified asbestos building inspector prior to renovation/demolition or debris handling activities impacting the building materials. If asbestos-containing material(s) is present in amounts greater than the trigger levels and these materials would be disturbed by renovation or demolition activities, they must be removed and disposed of in accordance with Colorado Regulation No. 8, Part B - Asbestos.

IV. If there is known asbestos-containing material above regulatory trigger levels in public and commercial buildings and buildings subject to the Asbestos NESHAP, the owner must follow the requirements of Colorado Regulation No. 8, Part B.

For buildings that had been previously inspected and found to contain asbestos-containing materials or were previously known to contain asbestos in amounts greater than the state trigger levels, if these materials would be disturbed by renovation or demolition activities, they must be removed and disposed of in accordance with Colorado Regulation No. 8, Part B - Asbestos.

Information on Asbestos Consulting Firms (asbestos inspectors), Asbestos Abatement Contractors and Asbestos Landfills can be found on the CDPHE's Asbestos page at: <https://cdphe.colorado.gov/indoor-air-quality/asbestos>

For additional asbestos information, please contact the CDPHE Indoor Environment Program at: (303) 692-3100 or cdphe.asbestos@state.co.us

Colorado Disaster Declaration DR-4634

This brochure is provided to outline the environmental and historical factors that must be considered when applying for FEMA funding for disaster related projects.

Environmental and Historic Preservation and Disaster Recovery

Please identify any potential environmental concerns or challenges and discuss these with our environmental staff as soon as possible. This will help us address issues and expedite funding. For environmental or historic assistance for DR-4634-CO please contact Environmental and Historic Preservation (EHP) Advisor, Charlie Bello at charles.bello@fema.dhs.gov or EHP Manager Kyle Flesness at kyle.flesness@fema.dhs.gov.



Figure 1. After wildfires, burnt cars and damaged buildings are found throughout the impacted areas.

Failure to comply with applicable environmental and historic preservation laws could jeopardize or delay potential funding.

Debris Disposal

For any debris removal projects applicants must follow the disposal guidance provided by the Colorado Department of Public Health and Environment (CDPHE).

Solid Waste

No CDPHE contact, approval, or permits are needed to take solid waste debris to a licensed landfill or recycling facility. Every landfill has site-specific requirements of waste types that can be accepted, please contact a landfill or a waste/recycling facility for questions on what type of material are accepted.



FEMA



COLORADO

**Division of Homeland Security
& Emergency Management**

Department of Public Safety

Center for Hard-to-Recycle Materials (CHaRM) accepts different types of materials for recycling (refrigerators, mattresses/box springs, clean concrete, sinks, toilets, scrap metal, etc.). Items that contain chemicals such as refrigerant and coolant (refrigerators, air conditioners, dehumidifiers, freezers, etc.) must, by state law, have the chemical removed by a certified CFC technician before disposal.

Household Hazardous Waste (HHW)

Household Hazardous Waste items (i.e., paints, car batteries, pesticides, etc.) can be taken to a county or municipal HHW facility. Boulder County Hazardous Materials Management Facility (HMMF) accepts household hazardous wastes from residents of Boulder County and Broomfield County and all of Erie. Hazardous wastes will be recycled or disposed of properly.



Figure 2. Debris must be disposed of according to local, state, and federal regulations.

Sites, facilities, and other regulated entities must comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and other requirements including, but not limited to, those of:

- The Colorado Department of Public Health and Environment
- The Colorado Board of Health
- The Air Quality Control Commission
- The Solid and Hazardous Waste Commission
- The Water Quality Control Commission

Vegetative Debris

Burning clean woody debris (open burn) must be approved by Boulder County and receive a burn permit. Vegetative ash can be land spread on site or taken to a permitted landfill that accepts inert waste. Chipped or chopped clean vegetative debris can be spread on site, composted, or taken to a wood/yard waste facility.

Building Debris

CDPHE has temporarily waived certain regulatory requirements for building debris relating to the Marshall Fire. State demolition permitting requirements are waived. CDPHE does not require testing for asbestos-containing materials on all buildings where only ash and debris remain AND on properties that cannot be tested safely due to being structurally unsound and in danger of imminent collapse. The ash/debris should be handled in a manner that will minimize potential exposure to asbestos fibers and other hazardous materials in the debris. All debris from untested properties must be treated as friable asbestos waste.

1. Ash/debris must be wetted to minimize dust; packaged inside a container (such as an end-dump roll-off or truck) lined with double 6-mil plastic sheeting with the sheeting completely closed over the material and sealed once the container is loaded.
2. Soil under/surrounding the building should be scraped to ensure that all ash and building debris has been removed from the site.
3. Contractors should consult with the Occupational Safety and Health Administration (OSHA) at (303) 844-5285 (Denver) to determine training and personal protective equipment that will be required for those handling this material.

Buildings only partially damaged by the fire and where testing for asbestos-containing materials can be done safely must be inspected by a Colorado certified asbestos building inspector prior to renovation/demolition or debris handling activities impacting the building materials.

For buildings that had been inspected at any time and found to contain asbestos-containing materials or were previously known to contain asbestos in amounts greater than the state trigger levels, and these materials would be disturbed by renovation or demolition activities, they must be removed and disposed of in accordance with Colorado Regulation No. 8, Part B - Asbestos.

Building owners or contractors must submit a disposal notification to CDPHE Indoor Environment Program.

Landfills currently approved to accept ash and debris from buildings completely destroyed:

- Tower Landfill, Inc.: 8480 Tower Road, Commerce City, CO 80022
- Denver Arapaho Disposal Site: 3500 S. Gun Club Road, Aurora, CO 80018
- Buffalo Ridge Landfill: 11655 WCR 59, Keenesburg CO 8064
- Front Range Landfill: 1830 Weld CR 5, Erie, CO 80516

Temporary Storage of Debris:

Building Debris: CDPHE recommends that building debris be direct hauled from the point of generation to a landfill permitted to accept such waste. Storage of building debris at a temporary storage area would trigger requirements for the applicability of National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations, as well as Colorado Air Quality Control Commission (AQCC) Regulation No. 8.

Solid Waste (not including building debris): Temporary debris staging areas must be approved by both Boulder County and CDPHE. All solid waste shall be ultimately treated or disposed of in an approved solid waste disposal site and facility.

Water Quality Control: Stormwater requirements apply depending on the area of disturbance associated with the debris staging area. The approval process will include:

1. Lifetime of temporary staging area:
 - Short term (e.g., 3-4 weeks or less), CDPHE will include BMPs/conditions into the solid waste approval.
 - Long term (e.g., months/years) CDPHE requires an industrial stormwater general permit.
2. If any of the sites disturb an acre or greater, they will need a construction stormwater permit.

Helpful Links

- Hazardous Materials/Waste Management/Debris Removal: <http://cdphe.colorado.gov/hm>
- Boulder County Hazardous Materials Management Facility (HMMF) <https://www.bouldercounty.org/environment/hazardous-waste/management-facility/>
- CHaRM: Center for Hard-to-Recycle Materials <https://www.ecocycle.org/charm>
- Eco-Cycle's A-Z Recycling Guide <https://ecocycle.org/a-zguide>
- Debris Burning Guidance: <https://www.bouldercounty.org/safety/fire/burn-permits/>

Floodplains

Executive Order 11988 Floodplain Management: FEMA reviews all projects that take place in the floodplain for opportunities to reduce flood risk to the facility, minimize the impacts human health and safety, and restore and preserve natural and beneficial floodplain values. Staging of debris in the floodplain is to be avoided. Debris disposal in the floodplain is not permitted.

Wetlands

Executive Order 11990 Protection of Wetlands: FEMA reviews all projects that have the potential to affect wetlands to consider alternatives and limit potential damage if an activity affecting a wetland cannot be avoided. Temporary Debris Reduction Sites (TDRS), staging areas and final disposal locations such as, landfills, town garages, and dumps are not exempt from wetland review.

Environmental Justice

Executive Order 12898 on Environmental Justice (EJ) directs each federal agency to avoid disproportionately high and adverse human health or environmental effects to low-income and minority populations. EJ is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Threatened and Endangered Species Emergency Consultation

Under the Endangered Species Act, projects that might affect threatened or endangered species and their habitats must be coordinated to avoid impact. Several federally protected species are located within the burn area. FEMA has initiated an Emergency Consultation with the U. S. Fish and Wildlife Service for the area impacted by DR-4634-CO. To minimize impacts to Federally protected resources, disturbance of riparian areas should be avoided. Please reach out to the EHP contacts on the last page of this document prior to removal of hazardous trees from greenspaces near flowing waterways, or riparian areas inside the burn area as further consultation may be required for associated project impacts.

Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act

The Migratory Bird Treaty Act stipulates protection for not only migratory birds, but also for habitats and environments necessary for the birds' survival. The Bald and Golden Eagle Protection Act provides special rules to protect these species and their nesting areas, especially during the nesting season.

Historic Preservation and Tribal Relations

Per Section 106 of the National Historic Preservation Act, any proposed project which alters a previously undisturbed area (e.g., hazard mitigation and alternative projects such as relocating a roadway/utility, burying a utility line, etc.), even if within a right-of-way, must be reviewed by FEMA and the State Historic Preservation Office (SHPO) for archeological concerns. Agriculture use is not considered previously disturbed and must be evaluated. Different measures can be taken if historic resources might be affected. It is important to involve FEMA EHP and the Colorado SHPO offices to make these determinations, and to decide what measures, if any, are to be taken.

Contacts – Federal and State

FEMA - Environmental

Regional EHP Contact

fema-r8ehp@fema.dhs.gov

In subject line add: “ATTN: DR-4634-CO EHAD”

US Army Corps of Engineers

Cory Koger

Mission Assigned Debris Lead

651-785-6421

cory.s.koger@usace.army.mil

CDPHE – Hazardous Materials

David Snapp

Hazardous Materials Lead

david.snapp@state.co.us

CDPHE – Stormwater

Randi Johnson-Hufford

Stormwater Lead

randi.johnson-hufford@state.co.us

CDPHE – Drinking Water

Tyson Ingels

Drinking Water Lead

tyson.ingels@state.co.us

FEMA – Floodplains

Matt Buddie

Floodplain Specialist- FEMA-Region VIII

Cell: 303-842-4710

matthew.buddie@fema.dhs.gov

US Environmental Protection Agency

Gina Cristiano

Emergency Response & Planning Coordinator

Cell: 303-349-0661

cristiano.gina@epa.gov

CDPHE – Indoor Environment Program / Asbestos

Laura Manyak

Asbestos Lead

laura.manyak@state.co.us

CDPHE – Air Quality

Scott Landes

Air Quality Lead

scott.landes@state.co.us

CDPHE – Solid Waste

Jerry Henderson

Solid Waste Unit Leader

jerry.henderson@state.co.us

Attachment 4: Potential Debris Disposal Sites

The following is a list of potential disposal sites for disaster-related debris. This list may not be all-encompassing, and bidders are encouraged to research their most cost reasonable disposal options while maintaining the highest rate of landfill diversion. *Boulder County makes no warranty as to the completeness of this list and does not endorse any of the companies listed therein.*

Landfill Disposal Facilities

Tower Landfill, Inc.
8480 Tower Road
Commerce City
Steve Derus: 720-590-4046

Denver Arapaho Disposal Site
3500 S. Gun Club Road
Aurora
Chris Anderson: 720-876-2633

Buffalo Ridge Landfill
11655 WCR 59
Keenesburg
Michelle Wittenbrink: 303-229-8085

Front Range Landfill
1830 WCR 5, Erie CO
Randy Tourville, 303-673-9431

Vegetative Debris Disposal

Biochar Now

19500 County Road 7, Berthoud CO 80513
970-593-9100

A-1 Organics

(four locations: Eaton, Keenesburg, Sheridan and Commerce City)
970-454-3492

Western Disposal

5880 Butte Mill Road, Boulder CO 80301
303-444-2037

Household Hazardous Waste Disposal (at no cost)

Boulder County Resource Conservation Division Hazardous Materials Management Facility (HMMF)

1901c 63rd Street, Boulder CO 80301

Shelly Fuller, 720-564-2243, sfuller@bouldercounty.org

Hazardous Waste Collection Services

Clean Harbors

4721 Ironston St. Unit B

Denver, CO 80216

303.371.1100

24-hr line 800-645-8265

Waste Management /

At Your Door Special Collections

800.449.7587

Stericycle

6100 Stapleton Dr. Unit G

Denver CO 80216

Main # 303.321.9040

Rhonda Roebuck 303.297.3586

E.T. Technologies

10000 S. Dransfeldt Rd#100;

Parker, CO 80134

303.680.9414 (24-hour

emergency response)

Interstate Battery

300 Willow Street

Ft. Collins, CO 80524

Jeremy, 800.888.2232

Will accept lead acid batteries only.

Special arrangements needed for a pick up.

ERT, LLC

(formerly Region 8)

4810 Newport St

Commerce City, CO 80022

Michael Helm

303-424-4887

E-Waste, Fluorescent Lamps

PCB Ballasts, Mercury Devices

Mesa Oil

6395 E 80th Ave

Commerce City, CO 80022

Jim Campbell

303.426.4777 x21

Accepts used oil, antifreeze, and oil filters.

Raptor Used Oil Recovery

4440 Navajo Court

Greeley, CO 80634

Richard Smythe

M 970.301.0860

O 970.346.8208

Accepts used oil and antifreeze.

Rocky Mountain Battery

7975 West 44th Avenue

Wheat Ridge, CO 80033

Randy or Kim

303.423.7142

Accepts all batteries.

Safety Kleen

2801 S. Tejon

Englewood, CO 80110

Frank Alvo

303.761.8614

Thermo Fluids

4845 Forest Street

Denver, CO 80216

303.393.1118

Veolia Environmental Services

9131 East 96th Avenue

Henderson, CO 80640

Justin 303.885.2882

24-hr 800.688.4005

Waste Management

7780 East 96th Avenue

Henderson, CO 80640

Kelly Hawkins

720.977.2102

Accepts only non-hazardous waste,

but can assist in finding hazardous waste disposal services.

Western Environmental

Technologies, Inc.

2060 West Littleton Boulevard

Littleton, CO 80120

Mark Bailey

P) 303.795.2500

C&D Resources

Organization	Location	phone	*Concrete for recycling	Scrap Metal for recycling	Regular Landfill Debris	Lined Dumpsters	Recycling	Appliances	Drop -Off	Pick-Up
1-800-GOT JUNK	Boulder	303-827-5573		ü	ü		ü	ü		ü
Action Recycling Center	Wheat Ridge	303-424-1600		ü			ü		ü	
Allied Recycled Aggregate	Commerce cty	303-289-3366	ü				ü		ü	
Republic Waste Services	Commerce cty	303-286-1200		ü	ü	ü	ü	ü		ü
Apogee Waste	Broomfield	303-464-1899		ü	ü		ü	ü		ü
Atlas Metal	Denver	303-825-7166		ü			ü	ü	ü	
Benson RollOff Services	Denver	303-650-6312		ü	ü		ü	ü		ü
Boulder County Recycling Center and Eco-Cycle	Boulder & Longmont	720-564-2220 303-444-6634	ü			ü		ü		ü
Boulder Hauling Co.	Boulder	303-447-8930		ü	ü	ü	ü	ü		ü
Boulder/Longmont Trash Removal	Boulder	303-442-7747		ü	ü		ü	ü		ü
C&M Iron & Metal Company	Denver	303-781-6779		ü			ü		ü	
Dan's Clean Up & Hauling	Jamestown	303-459-3277								
(The) Diversion Connection	Lafayette	303-332-5003		ü	ü		ü	ü		ü
EDS Waste Solutions	Golden	720-881-4519		ü	ü	ü	ü	ü	ü	ü
Gallegos Sanitation/ Metro Roll Off	Fort Collins Louisville	970-566-0696		ü	ü	ü	ü	ü		ü
Gator Rubbish Removal	Henderson	303-655-0710		ü	ü		ü			ü
Green Girl Recycling	Jamestown	303-442-7535		ü			ü	ü		ü

Boulder Trash Removal	Boulder	303-442-7747		ü	ü		ü	ü	ü
I Haul	Boulder	303-939-9580		ü	ü		ü	ü	ü
Iron & Metal	Denver	303-292-5555		ü			ü	ü	ü
Mark's Hometown Hauling	Lafayette	720-323-4285		ü	ü		ü	ü	ü
McDonaldFarmEnterprises	Longmont	303-772-4577		ü	ü	ü	ü	ü	ü
Metal Management	Denver	303-295-2911		ü			ü	ü	ü
Mile High Roll Off	Broomfield	303-460-1001		ü	ü		ü	ü	ü
One Way, Inc.	Lyons	303-823-0556			ü			ü	ü
Oxford Recycling	Englewood	303-762-1160	ü				ü		ü
Recycled Materials Company Inc.	Arvada	303-431-3701 x5617	ü				ü		ü
Resource Yard	Boulder	303-999-3820	C&D Recovery						
							http://resourceyard.org/guidelines/		
Rocky Mountain Recycling	Commerce city	303-288-6868		ü				ü	ü
United Waste Systems	Berthoud	970-532-0803			ü		ü	ü	ü
US Waste LLC	Denver	719-491-6614		ü	ü		ü	ü	ü
Vigil's Roll Off Service	Brighton	303-872-6827	ü	ü	ü		ü	ü	ü
Waste Chasers	Windsor	970-686-7774	ü	ü	ü	ü	ü	ü	ü
Waste Mgmt- North	Denver	720-977-2102			ü	ü			ü
Western Aluminum	Boulder	303-447-0252		ü			ü		ü
Western Disposal Services	Boulder	303-444-2037	ü	ü	ü	ü	ü	ü	ü
Western Metal Recycling	Englewood	303-761-2681		ü			ü	ü	ü
Yellowbox Disposal	Denver	720-493-5569		ü	ü			ü	ü

* Concrete must be certified as asbestos free

Note: CFC appliances = refridgerators, freezers, air conditioners, etc.

Concrete Recycling

Colorado Aggregate Recycling

8900 Colorado Highway 93, Golden CO

720-602-0202

Allied Recycled Aggregates

7901 US Highway 85, Commerce City, CO

303-289-3366

Propane Tank Recycling

Clark's Propane Service

11809 N 75th St, Hygiene, CO 80533

303-776-5763

Fred's Propane Service

7314 Valmont Rd, Boulder, CO 80301

303-444-1787

Other Resources

Boulder County Recycling Center, Owner: Boulder County Resource Conservation Division.	1901 63rd Street, Boulder	720-564-2220	Metals, paper, traditional recyclables. Direct bale. Source separated. Pay on Yield.	See list at www.bouldercounty.org/env/recycle/pages/recyclablematerialslist.aspx
Western Disposal Transfer Station	5880 Butte Mill Rd. Boulder 80302	303-444-2037, main number	Transfer station, MRF, composting facility	Traditional recyclables, yard & wood waste, electronics, scrap metal, appliances, mattresses, landfill, organics.
Waste-Not Recycling	1065 Poplar St. Johnstown, CO 80534	970-669-9912 Todd Loose, Pres. Tloose@waste-not.com	Commercial & industrial recycling	Drywall (with certain restrictions met). Wood waste – will shred disaster debris.
