



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

SOLICITATION OF QUALIFICATIONS
COVER PAGE

SOQ Number: **7423-23**

SOQ Title: **Spill Cleanup, Remediation and Emergency Response Services**

SOQ Questions Due: February 9, 2023 – 2:00 p.m.

Submittal Due Date: February 23, 2023 – 2:00 p.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



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

As a permitted *Municipal Separate Storm Sewer System (MS4)* community, Boulder County is required to implement a stormwater quality program to reduce contamination of stormwater runoff and prohibit illegal discharges. Boulder County ("County") is seeking a vendor or vendors to assist the County in meeting its obligations to perform spill cleanup. Awarded vendors will be expected to enter into a continuing services contract with the county with the option to renew for four more one year terms. No work is guaranteed by an award of a contract.

Specifications and a sample contract are attached.

2. Written Inquiries

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **February 9, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **February 15, 2023**.

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 **2:00 p.m. Mountain Time on February 23, 2023**. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

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 **SOQ # 7423-23** in the subject line.

All SOQs 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 SOQ 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.

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

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 SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ 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 “Solicitation of Qualifications” 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 bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid 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. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

Purpose:

As a permitted *Municipal Separate Storm Sewer System* (MS4) community, Boulder County is required to implement a stormwater quality program to reduce contamination of stormwater runoff and prohibit illegal discharges. The goal of this SOQ is to enable Boulder County to meet its obligations to perform spill cleanup. The new MS4 permit now requires Boulder County to minimize surface contamination and stormwater quality impacts by removing any surface residue remaining after a spill or incident. These requirements are applicable to any substance that can be considered a pollutant. Per County ordinance, pollutant means anything which causes or contributes to pollution including both hazardous and non-hazardous substances.

All work performed must meet or exceed the requirements of the Statewide MS4 General Permit (No. COR090000) issued to Boulder County (available at <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-general-permits>).

Boulder County Public Works Stormwater group works to improve water quality, manage stormwater runoff, and reduce negative environmental and public impacts associated with our local waterways. Public Works (PW) is the lead agency for the county's stormwater quality program, serving as a technical resource to assist each regulated department with MS4 permit compliance by providing compliance tools and regulatory oversight.

The Resource Conservation Division (RCD) strives to lead and promote actions that will help Boulder County reach its goal of Zero Waste or darn near by 2025. Our mission is to provide convenient, cost-effective facilities and programs to help Boulder County reduce waste disposal, protect the environment, and conserve natural resources. RCD oversees the Hazardous Materials Management Facility which accepts household hazardous waste from Boulder County, City and County of Broomfield, and the Town of Erie residents.

The contractor(s) will be reporting to the RCD Hazardous Materials Program Manager and PW Stormwater Quality Coordinator.

Overview of Requested Services:

Boulder County seeks bids from contractor(s) to provide on-call emergency response services for non-hazardous and hazardous material release/spill clean-up and disposal.

It is anticipated that multiple awards may be established because of this bid.

Because of the emergency nature of certain services and incidents, which sometimes requires rapid response under potentially adverse weather conditions, bids will only be accepted from businesses located within a 70-mile radius of the county line.

The successful vendor(s) will offer professional expertise in hazardous and non-hazardous material release/spill cleanup; as well as hazardous materials/waste labor, packaging, labeling, paperwork, transportation, and disposal services, depending on the specific services needed at each incident. The vendor must own and operate appropriate equipment and gear to operate up to and including a hazardous material spill response requiring personal protective equipment level A and have their own employees available to prepare and transport materials/wastes.

The requested services will be available to all county departments ensuring timeliness and consistency in responding to all spills, with particular attention to those that threaten Boulder County waterways. Boulder County has multiple office and facility locations throughout the county with facilities in Boulder, Longmont, Louisville, Nederland, and Lafayette.

In addition, Boulder County's Hazardous Materials Management Facility (HMMF), located at 1901 63rd Street in Boulder, works to oversee and ensure the compliant "cradle to grave" management and disposal of hazardous materials/wastes that are disposed of at the facility by residents and businesses, following all applicable Federal, State, and local regulations. HMMF employees have the capability to clean-up minor hazardous material spills on-site requiring personal protective equipment at level C or less. On occasion, spills/releases may occur that are too large for HMMF staff to handle, requiring equipment and/or personnel resources that are beyond the HMMF's ability to respond adequately and in a timely fashion; it is under these conditions when Boulder County would request outside assistance from a contracted vendor at the HMMF.

Scope of Work:

The successful vendor will be contractually responsible for performing hazardous and non-hazardous material spill clean-up, remediation, transportation, and disposal services for the county on an as-needed basis. The vendor must be able to begin performance of these services with two (2) hours of notification from the county.

Specifically, the vendor shall provide the following services:

1. Provide on-site labor, supplies and equipment for the purpose of containing and remediating spills and/or abandoned non-hazardous and hazardous materials at Boulder County facilities or activities, on Boulder County property, non-compliant private properties, or in surrounding bodies of water. This would also include the decontamination of property and equipment if the situation deemed it necessary. Provide analytical waste characterization, transportation, and disposal services for materials that

were collected from the incident in full compliance with all applicable federal, state and local regulations. Material containment and remediation will include the following:

- a. Material cleanup (both hazardous and non-hazardous) using dry cleanup methods such as a street sweeper and hand tools. Many incidents in Boulder County are simple spills onto pavement, where there is not much recoverable material.
 - b. Excavating/removing contaminated soils and testing to show below detection limits or standard cleanup values established by CDPHE and EPA.
 - c. Performing cleanup when materials reach drainage features such as detention basins, drop inlets, etc. This will require vacuum and jetting services for cleaning and decontaminating storm drains.
 - d. Performing cleanup when materials reach waterways. This is more sensitive work that might necessitate hand tools or vacuum services.
 - e. Remove surface residue. This could include blocking off storm drains and disinfecting pavement (for sewage), and possibly pressure washing and using a vacuum truck to capture and dispose of wash water.
2. Provide on-site labor, supplies and transportation services for the purpose of moving chemical materials/wastes from facilities and/or properties to the HMMF (as needed in emergency situations). The quantity or type of waste may warrant shipping directly to a disposal facility.
 3. Provide on-site labor and supplies to properly package chemical materials/wastes and complete necessary paperwork in preparation for off-site transportation to a disposal facility (as needed in emergency situations).
 4. Provide off-site transportation of properly packaged/labeled chemical hazardous materials/wastes, including labor, supplies and paperwork, to the appropriate contracted disposal facility (as needed in emergency situations).
 5. Provide a report to Boulder County that documents and demonstrates proper cleanup and disposal meeting all applicable federal, state, and local regulations. This report could include procedures used, sample locations, analytical monitoring results, photographs, and waste manifests.

Vendor's Responsibilities:

1. The vendor shall be liable for the actions of vendor's agents during the process of parking and loading vehicles and equipment owned, leased, or rented by the vendor, or loaned to the vendor by the county, while on county property. The vendor shall be responsible for the physical security of all items of the county's hazardous materials/wastes upon removal of said materials/wastes from the county's property by vendor's agents. Upon the departure of the vendor's transport vehicle from county property, the vendor shall thereby establish physical custody of all the county's materials/wastes that have been loaded onto the vendor's transport vehicle, and the vendor shall assume sole responsibility for any further packaging, storage, safe transport, and final disposal. The vendor shall assume sole responsibility for cleanup and decontamination of any spill or

accident and disposal of any resulting wastes from any spill or accident, involving any of the county's materials/wastes that are in the vendor's physical custody.

2. In the event the vendor chooses to utilize a contract carrier with the county's approval, the vendor shall assume all the responsibilities and liabilities described in this section, with respect to the contract carrier's agents, vehicles, and physical custody of the county's materials and equipment.
3. The vendor shall transport, store, process, and dispose of all county materials/wastes that are placed into the vendor's physical custody, in strict accordance with all applicable regulations and requirements of the U.S. Environmental Protection Agency (EPA), the U.S. Department of Transportation (DOT), the Colorado Department of Public Health and Environment (CDPHE), and any other federal, state, or local agency or jurisdiction having duly constituted authority over said activities.
4. All work performed must meet or exceed the requirements of the Statewide MS4 General Permit (No. COR090000) issued to Boulder County (available at <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-general-permits>). Furthermore, any cleanup or remediation of hazardous or non-hazardous substances performed by the vendor shall meet the standard cleanup values established by CDPHE as follows:
 - i. Cleanup standards for surface water may be found in the Water Quality Control Commission's Regulation 31 through 39 available at <https://www.colorado.gov/pacific/cdphe/water-quality-control-commission-regulations>
 - ii. Cleanup standards for groundwater may be found in the Water Quality Control Commission's Regulation 41 available at <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=6942&fileName=5%20CCR%201002-41>
 - iii. Soil screening levels prepared by EPA are available at <https://cdphe.colorado.gov/air-water-soil-remedial-objectives>
5. The vendor is required to provide adequately trained personnel for hazardous and non-hazardous material/waste spill clean-up, remediation, and removal. The vendor's employee must be proficient in OSHA safety regulations, RCRA hazardous waste regulations, DOT shipping regulations, CDPHE water quality regulations, and have a working knowledge of chemistry.
6. The vendor shall have the responsibility of maintaining all hazardous materials licenses/permits, certificates of insurance, and all other such licenses and permits as may be required for the vendor to clean-up and remediate, transport, and dispose of hazardous chemical materials/wastes for the county.
7. The vendor, and any subcontractors to the vendor whose activities involve the county's materials/wastes, shall perform all services required by this agreement in accordance with

the current, state-of-the-art industry standards and practices existing at the time of such performance.

Mandatory Requirements:

By submitting a proposal, you certify that your company meets all of the following mandatory requirements and qualifications:

1. The vendor must own and operate appropriate equipment and gear to operate up to and including a hazardous material spill response requiring personal protective equipment level A and have their own employees available to prepare and transport materials/wastes.
2. The vendor must provide employees that are adequately trained and certified for hazardous material/waste spill clean-up, management, transportation and disposal services (e.g. RCRA, DOT, OSHA, etc.).
3. The vendor must follow applicable federal, state and local regulations pertaining to management, transportation and disposal of hazardous materials/wastes (e.g. EPA, RCRA, DOT, CDPHE, etc.)
4. The vendor will agree not to utilize sub-contractors for any part of this contract without written pre-approval of the county.
5. The vendor must be fully licensed and permitted hazardous material/waste transporter to be eligible for the contract.
6. The vendor must have been in business for a minimum of five years performing a similar type services.
7. The vendor must be able to respond to emergency situations in Boulder County within two hours of their services being requested. To meet this requirement, the vendor's office and equipment must be located within a 70-mile polygon of the county line.
8. The vendor must provide on call services 24 hours per day, seven days a week and 365 days per year. The vendor must provide an emergency contact number where the vendor can be reached 24 hours per day, seven days a week and 365 days per year.
9. The vendor must provide a Certificate of Liability Insurance that names Boulder County as an Additional Insured (sample attached).

Please submit the following information in the order listed below:

1. Title Page

- a. Vendor name, address, telephone number and email
- b. Boulder County SOQ Number
- c. Vendor Contact's name, title, email, and date

2. Vendor Information

- a. Name of your company / organization
- b. Type of organization: (Corporation, Partnership, etc.)
- c. Address
- d. Names and Address of proposed Partners and Subcontractors if applicable
- e. Contact Person(s)
- f. Telephone, Fax, e-mail
- g. Brief company description that highlights qualifications of your company, years in business, years handling hazardous material spill clean-up, and the reasons your services and company are best suited to meet the Boulder County requirements for this engagement. (Limit to no more than 1 page)
- h. Information related to your company's safety record, OSHA-compliance, and training/medical surveillance programs for your employees.
- i. A staffing plan with qualifications of individual staff members that will be assigned to any contract, including the role they will fill in the delivery of services and hourly rates for each staff member. Staff members will include the following, at a minimum:
 - i. Senior Emergency Response Manager
 - ii. Emergency Response Manager/Coordinator
 - iii. On-site Foreman/Response Supervisor
- j. A list of heavy equipment and other machinery owned or otherwise available (indicating how it is available) for these services
- k. An itemized unit and rate schedule for staff, equipment, and services. Please differentiate any separate rates for emergency response (incidents that are an immediate threat) versus routine cleanup activities (incidents that are not as time sensitive). Emergency response is defined as incidents where the vendor must respond to emergency situations in Boulder County within two hours of their services being requested.

3. References: Provide the following information for five (5) emergency response/hazardous material spill clean-up projects your company has completed in the last five (5) years, or currently has in progress:

- a. Project name
- b. Client's Principal Representative and/or primary contractor contact name, address, and phone number.
- c. Emergency Response Manager, supervisor, and other key personnel names and a description of the function(s) they performed
- d. Brief description of project scope and outcome achieved

Note: All references submitted shall be current for the projects listed. References will be considered current if the party's name, title and phone number are provided

4. Question and Answer

- a. Does your company have the proper licensing/certifications (if applicable) and equipment for the following? (yes/no)
 - i. Confined space entry
 - ii. Oil spill clean-up
 - iii. PPE Level A
 - iv. Cleanup when materials reach waterbodies or drainage features such as detention basins, drop inlets, etc.
 - v. Asbestos abatement
 - vi. Lead base paint abatement
- b. How many separate crews or teams do you have locally, on average, at any given moment that are prepared to respond to an emergency?
- c. Acknowledging the differences that exist with every response, please describe the general steps you might take to respond to and mitigate the following situations including the approximate cost. These are hypothetical scenarios that are like previous spill incidents in Boulder County; there will be no award for any hypothetical work described in your proposal.
 - i. A spill of 30 gallons of petroleum (oil) to surface waters, such as a local river or creek.
 - ii. A spill of 20 gallons of gasoline onto soil/softscape (not contaminating surface waters).
 - iii. A spill of 10 gallons of oil-based paint in a non-permit required confined space entry pit.
 - iv. A 1-gallon container of unknown liquid found in the right of way.
 - v. A 55-gallon drum found in a roadside pull out up in the mountains.
 - vi. On a snowy winter night when a weather emergency has been declared, a tractor-trailer rig skids off the road on Ridge Road, a county road in unincorporated Boulder County. The wreck ruptures both saddle tanks which drain into the roadside ditch. Approximately one-hundred and twenty gallons of diesel fuel are spilled into the roadside ditch. The first responders deploy absorbent pigs and try to contain the spill which is now covered by the heavy snowfall. They also attempt to seal the storm drain opening in the ditch about fifty yards from the accident site. The trucking company's environmental response contractor is called to clean up the diesel but daylight and melt-off reveals that significant amounts had been missed during the nighttime cleanup and was conveyed to the storm drain system. How would you respond if requested to finish the cleanup?
 - vii. While working on site improvements at a Boulder County facility, it is discovered that 10 gallons of diesel fuel had leaked onto the ground and contaminated the soil. This

was likely due to faulty overflow protection at the diesel fueling station. The location is approximately 35 feet from an irrigation ditch and the facility outfall to a pond (state waters).

- viii. Boulder County Sheriff's Office responded to a spill of oil-based stain into a creek. Fire Protection District staff controlled the release in a side channel with a containment berm and oil absorbent booms. Approximately 1 gallon of oil-based stain was released onto a concrete pad and flowed directly off the pad into a side channel leading to the creek. An unknown portion of the oil-based stain made its way into the mainstem of the creek. The potentially responsible party (PRP) is unknown, but vandalism is suspected. The property where the spill occurred is owned by Boulder County.
- ix. Contractors were cutting concrete in a parking lot at a Boulder County office facility and did not properly select and install best management practices (BMPs) for slurry containment/collection. Concrete saw cutting slurry/wastewater was released into the parking lot and 10 gallons eventually flowed into the creek. A ditch headgate and impounded areas of the creek make it possible to allow recovery of much of the material, both from the pavement and the creek.

5. Please submit a copy of any contract you would require to be executed in this process.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

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.

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.

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.

Professional Liability (Errors and Omissions)

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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.

**In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:
If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.**

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. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements 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.



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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 Solicitation of Qualifications (SOQ) 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 an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this SOQ. 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)

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE: Proposer will answer Yes or No indicating compliance:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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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:

- Information presented in proposal
- Ability to provide quality and timely service
- Qualifications and experience
- Q&A section
- Proposed pricing

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
Information presented in proposal	10
Ability to provide quality and timely service	10
Qualifications and experience	10
Q&A section	10
Proposed pricing	10
Total Possible	50



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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 will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). 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.
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**.
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, its elected officials and appointed department heads, and its 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 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.

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.

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. 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.
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.
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. 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:

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.

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.

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.

Professional Liability (Errors and Omissions)

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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:			