

## Continuing Services Contract

<b>DETAILS SUMMARY</b>	
<b>Document Type</b>	New Contract
OFS Number-Version	302653-1
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Public Works
Division/Program	Engineering
Mailing Address	PO Box 471, Boulder, CO 80306
Contract Contact – <i>Name, email</i>	Laura Konersman, <a href="mailto:lkonersman@bouldercounty.org">lkonersman@bouldercounty.org</a>
Invoice Contact – <i>Name, email</i>	<a href="mailto:pwinvoices@bouldercounty.org">pwinvoices@bouldercounty.org</a>
<b>Consultant Contact Information</b>	
Consultant Name	Short Elliot Hendrickson, Inc.
Consultant Mailing Address	2000 S Colorado Blvd, STE 6000, Colorado Town Center One, Denver, CO 80222
Contact 1- <i>Name, title, email</i>	Mike Perez, mperez@sehinc.com
<b>Contract Term</b>	
Start Date	2/1/2023
Expiration Date	1/31/2028
Final End Date	1/31/2028
<b>Contract Amount</b>	
Contract Amount	\$10,000,000
<b>NOTE:</b> The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.	
<b>Brief Description of Work</b>	
Civil Engineering and Utility Engineering and Coordination Continuing Services	
<b>NOTE:</b> Work shall be assigned on a project-by-project basis according to the terms of this Contract.	
<b>Contract Documents</b>	
a. Formal Procurement SOQ No. 7398-22 (the "Bid Documents") b. Consultant's proposal in response to the Bid Documents (the "Proposal") c. FEMA Addendum, Office of Management and Budget, Post Federal Award Requirements for Procurement Contracts d. Fee Schedule, attached as Exhibit A (the "Fee Schedule")	
<b>Purchasing Details – County Internal Use Only</b>	
Grant funded?	No
SOQ Number	7398-22
Award Date	2/14/2023
If no SOQ No., bid process used	Bid number provided above
COVID-19	NO
Project #	
Purchasing Notes	

<i>(optional)</i>
<b>Contract Notes</b>
<i>Additional information not included above</i>
Contract Amount is Not to Exceed \$1,000,000 per category per year for 5 years.

THIS CONTINUING SERVICES 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 Public Works Department ("County") and Short Elliot Hendrickson, Inc., ("Consultant"). County and Consultant 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: County will assign work on a project-by-project basis. County may enter into continuing services contracts with other Consultants who will compete with Consultant to receive individual projects. Consultant will only be paid for projects awarded to Consultant through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. **Consultant acknowledges that a continuing service contract does not constitute a guarantee that Consultant will be awarded any projects or work of any kind.** Upon receipt of an assignment, Consultant 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 (the "Work"). Consultant 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 Consultant, and subject to conditions contained in this Contract, County will pay the **Contract Amount** to Consultant in accordance with the **Contract Documents** and mutually agreed upon project-specific documents.
  
5. Invoicing: Consultant will promptly provide a copy of its Form W-9 and invoice template to County upon request. Consultant must submit an invoice to the County by the fifteenth (15th) day of the month for any part of the Work completed in the prior calendar month. All invoices submitted require the following components: Consultant'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. Consultant 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 Consultant'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 Consultant cannot complete the Work by the **Expiration Date**, Consultant may request extra time to complete the Work. County, in its sole discretion, may grant Consultant additional time to complete the Work by sending a written notice of extension to Consultant. An extension of time to complete the Work will not entitle Consultant 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 Consultant 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. Consultant 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 Consultant may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Consultant will otherwise set its own work schedule.

9. Indemnity: Consultant will be liable for any damages to persons or property caused by the negligent actions or negligent omissions of Consultant, its employees, agents, representatives or other persons acting under Consultant's direction or control in performing or failing to perform the Work under this Contract. Consultant will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, made or brought against any of the indemnified parties to the extent caused by the negligent actions or omissions of Consultant, its employees, or representatives, or other persons acting under Consultant's direction or control. This indemnification obligation will extend to claims based on Consultant's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Consultant under any circumstances. Consultant's obligations under this provision shall survive expiration or termination of this Contract.

10. Nondiscrimination: Consultant 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. Consultant must require that its subConsultants, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Consultant will provide to authorized County, State, and Federal government representatives all information and reports that may be required Consultant's work authorized by law. Consultant will permit access to such representatives to Consultant'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 Consultant, Consultant must so certify to the County and explain what efforts it has made to obtain the information.

12. **Independent Consultant:** Consultant is an independent Consultant for all purposes in performing the Work. None of Consultant, its agents, personnel or subConsultants 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 Consultant or Consultant's employees. As an independent Consultant, Consultant is responsible for employing and directing such personnel and agents as it requires to perform the Work. Consultant 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 Consultant, or the appointment of a receiver or similar officer for Consultant 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 Consultant 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 Consultant.

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 Consultant.

14. **Consultant Obligations upon Termination or Expiration:** By the **Expiration Date** or effective date of termination, if earlier, Consultant must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Consultant, (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 Consultant.

15. **Payable Costs in Event of Early Termination:** If County terminates this Contract before the **Expiration Date**, Consultant's payments (and any damages associated with any lawsuit brought by

Consultant) 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 Consultant incurred in connection with performing the Work prior to delivery of the notice to terminate. Consultant 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 Consultant 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 remedy provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Consultant suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Consultant to an increase in compensation or extension of the performance schedule. Consultant 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 Consultant to correct any rejected Work at the County's discretion. Upon County's request, Consultant must correct rejected work at Consultant'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 Consultant.

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

d. Removal: Upon County's request, Consultant 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. The Parties will work together in good faith, then mediation if necessary, to settle any disputes that may arise before filing a formal claim in court to resolve the matter.

18. Conflicts of Interest: Consultant 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 Consultant'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 subConsultant of Consultant 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: Consultant certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subConsultants are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Consultant shall comply, and shall require its subConsultants 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/SubConsultants: This Contract may not be assigned or subcontracted by Consultant without the prior written consent of the County. If Consultant subcontracts any of its obligations under this Contract, Consultant will remain liable to the County for those obligations and will also be responsible for subConsultant'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 20<sup>th</sup> 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** or the project-specific 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: Consultant represents the following:

a. Execution of this Contract and performance thereof is within Consultant's duly authorized powers;

b. The individual executing this Contract is authorized to do so by Consultant;

c. Consultant 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 Consultant; and

d. Consultant and its subConsultants, 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.

e. Notwithstanding anything to the contrary herein, Consultant makes no warranties, express or implied.

32. Legal Compliance: Consultant assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Consultant 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 Consultant's performance, such as plans, designs, or other Consultant-drafted documents, shall not be interpreted to mean that Consultant has satisfied its obligations under this Section.

33. Litigation Reporting: Consultant is not currently involved in any action before a court or other administrative decision-making body that could affect Consultant's ability to perform the Work. Consultant will promptly notify the County if Consultant 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. Consultant shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Consultant. County shall provide its tax exemption status information to Consultant 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 Consultant 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. Consultant unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Consultant 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, Consultant 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, Consultant 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 Consultant is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Consultant may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Consultant 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 Consultant to incorporate the following actions into Consultant’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: NEITHER PARTY SHALL NOT BE LIABLE TO CONSULTANT 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. EACH PARTY’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 CONSULTANT. CONSULTANT’S INDEMNIFICATION OBLIGATIONS ARE NOT LIMITED BY THIS SECTION.

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43. Insurance: Prior to commencing the Work, Consultant will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Consultant 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, Consultant 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 Consultant.

e. Primacy of Coverage: Coverage required of Consultant and its subConsultants, 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 Consultant 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, Consultant 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 Consultant 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. **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 Consultant 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.

vi. **Pollution Liability**

Coverage pay for those sums the Consultant 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 Consultant'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 Consultant 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 Consultant	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest Signature:			
	<i>Initial</i>		
Attestor Name:			
Attestor Title:			