

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
COAL CREEK GAP PROJECT LOCATED AT THE BOULDER AND WELD COUNTY IRRIGATION DITCH

Agreement No. 25-06.47
Project No. 101684

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") Town of Erie, a Colorado home rule municipality (hereinafter called "TOWN"), and Boulder County, a body corporate and politic (hereinafter called "COUNTY") (whereas TOWN and COUNTY will be collectively called "PROJECT SPONSORS") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Coal Creek and Rock Creek Major Drainageway Plan" dated October 2014 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Coal Creek at the Boulder and Weld County Ditch (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors previously authorized DISTRICT financial participation for PROJECT (Resolution No.6, Series of 2015); and

WHEREAS, DISTRICT and TOWN have previously worked on design and construction of PROJECT; and

WHEREAS, COUNTY has requested additional work in the vicinity of the Kenosha Road bridge to be included as part of PROJECT; and

WHEREAS, the governing board (officials) of PROJECT SPONSORS have budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

Part 1

1.01 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02 SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

extend from approximately 50 feet north of Kenosha Road to 50 feet north of the Boulder and Weld County Ditch, as required by design intent and holistic tie-ins, and as shown on Exhibit A, attached hereto and incorporated by this reference.

- B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

1.03 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.04 PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 - 1. Final design services;
 - 2. Construction of improvements;
 - 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$274,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	
DISTRICT*	\$ 10,000
TOWN*	\$ 5,000
COUNTY	\$ 5,000
2. Construction	
DISTRICT*	\$ 127,000
TOWN*	\$ 63,500
COUNTY	\$ 63,500
3. Contingency	
Grand Total	\$ 274,000

* TOWN and DISTRICT are each contributing funds from PROJECT (15-02.10) through a separate agreement

This breakdown of costs is for estimating purposes only. Costs may vary between the various PROJECT elements without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50.0%	\$137,000
TOWN	25.0%	\$68,500
COUNTY	25.0%	\$68,500
TOTAL	100%	\$274,000

* TOWN and DISTRICT are each contributing from PROJECT (15-02.10) through a separate agreement

1.05 MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a PROJECT SPONSOR's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (TOWN- \$68,500; COUNTY \$68,500; DISTRICT - \$137,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide accounting of PROJECT funds as well as a notification to PROJECT SPONSORS of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 2.06).

Within one year of completion of PROJECT if there are monies including interest earned remaining in excess of 10,000, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT.

1.06 FINAL DESIGN

The contracting officers for PARTIES have agreed to select ICON Engineering as the project design engineer. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of PROJECT SPONSORS.

Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications; and
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to PROJECT SPONSORS.

1.07 MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 1.04 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of PROJECT SPONSORS, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of PROJECT SPONSORS, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes PROJECT SPONSORS. Adequate liability insurance for the contractor while operating on COUNTY owned property is set forth in Exhibit B, attached hereto and incorporated by this reference. The contractor shall be required to indemnify, defend, and hold harmless PROJECT SPONSORS. Copies of the insurance coverage shall be provided to PROJECT SPONSORS upon request.
 - 4. DISTRICT, with assistance of PROJECT SPONSORS, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of PROJECT SPONSORS, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to PROJECT SPONSORS on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 - 5. DISTRICT, with concurrence of PROJECT SPONSORS, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 - 6. PARTIES shall have access to the site during construction at all reasonable times to observe the progress of work and conformance to construction contract documents including plans and specifications.

7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of PROJECT SPONSORS, shall prepare and issue all written change or work orders to the contract documents.
 9. If it comes to the attention of either PROJECT SPONSOR that the contractor constructing the drainage and flood control improvements as set forth in the final design including vegetation establishment is not fully complying with its contract with the DISTRICT, is unreasonably damaging public property owned by either PROJECT SPONSOR, or is putting the public at risk, either PROJECT SPONSOR shall, after investigation, bring the action or inaction to the attention of the DISTRICT which shall, after its investigation, promptly take any and all action necessary to remedy the contractor's failure to comply with its contract or eliminate any unreasonable damage to public property or the risk to the public.
 10. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents
 11. DISTRICT shall provide PROJECT SPONSORS a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

1.08 RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT SPONSORS agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to PROJECT SPONSORS.

1.09 PUBLIC RELATIONS

It shall be at PROJECT SPONSORS' sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSORS. In any event DISTRICT shall have no responsibility for a public relations program but shall assist PROJECT SPONSORS as needed and appropriate.

1.10 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind the PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signatures. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121. However, the PARTIES agree that only electronic signatures created by electronic signature software including but not limited to DocuSign shall be permitted.

Part 2

2.01 OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that, if PROJECT SPONSORS owns the property on which PROJECT is constructed either in fee or non-revocable easement, PROJECT SPONSORS shall be responsible for same including but not limited to fully complying with the remaining provisions of this Paragraph 2.01. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PROJECT SPONSORS may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld. If, in the future, PROJECT SPONSORS disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PROJECT SPONSORS have not obtained the written approval of DISTRICT prior to such action, PROJECT SPONSORS shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, PROJECT SPONSORS shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PROJECT SPONSORS have taken reasonable action to stop those actions. In the event PROJECT SPONSORS breach the terms and provisions of this Paragraph 2.01 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PROJECT SPONSORS for specific performance of this portion of the Agreement.

2.02 MAINTENANCE

PARTIES agree that PROJECT SPONSORS shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at PROJECT SPONSORS' request, shall assist PROJECT SPONSORS with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT

funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to PROJECT SPONSORS, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

2.03 FLOODPLAIN REGULATION

PROJECT SPONSORS agree to regulate and control the floodplain of Coal Creek within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that PROJECT SPONSORS cannot obligate themselves by contract to exercise its police powers. If PROJECT SPONSORS fail to regulate the floodplain of Coal Creek within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and PROJECT SPONSORS shall cooperate fully.

2.04 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 1.05 herein, except for Paragraph 2.01. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, Paragraph 2.02.

MAINTENANCE, and Paragraph 2.03. FLOODPLAIN REGULATION,

2.05 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.06 CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be the Town Mayor, 645 Holbrook Street, Erie, Colorado 80516.
- B. The contracting officer for COUNTY shall be the County Administrator, Boulder County , Post Office Box 471, Boulder Colorado 80306.
- B. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Avenue, Lakewood, Colorado 80228.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT

related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSORS. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. In the case of amendments to this Agreement, contracting officers shall determine which PARTIES are impacted by the amendment and ensure that such PARTIES provide their approval in writing. Unaffected PARTIES shall only be required to acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.07 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing. Amendments affecting only specific PARTIES, whether through changes in scope or additional funding contributions, shall require the written approval of the impacted PARTIES. All other PARTIES unaffected by the amendment shall acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.08 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.09 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

2.10 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.11 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.12 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.13 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent,

outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.14 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

2.15 APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the respective PARTIES.

2.16 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.17 GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.18 INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSORS, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND FLOOD CONTROL
DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

Checked By

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

TOWN OF ERIE

By _____

Name _____

Title _____

Date _____

BOULDER COUNTY

By _____

Name _____ Jana Peterson _____





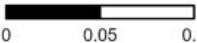

Title _____ County Administrator _____

Date _____

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COAL CREEK GAP PROJECT LOCATED AT THE BOULDER AND WELD COUNTY IRRIGATION DITCH

Agreement No. _____

Exhibit A

 <p>N</p> <ul style="list-style-type: none"> Project Extent Streams Floodplains  <p>Miles 0 0.05 0.1</p>	<h3>Erie Coal Creek at Boulder and Weld County Ditch</h3>	 <p>MILE HIGH FLOOD DISTRICT</p> <p>Updated: 6/20/2025</p>
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Risk Management

1325 Pearl Street • Boulder, Colorado 80302 • 303.441.3801

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.gov

EXHIBIT B Insurance Requirements

Contract Name: Coal Creek Gap Project IGA
Oracle Number (Amendments):

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this Exhibit B at all times during the term of the contract unless a longer term is specified. A subcontractor for purposes of this Exhibit B is defined as any person or legal entity, other than the Contractor or its employees, that provides any service to assist in completing the Work.

All insurance policies required by this Contract shall be by insurance companies satisfactory to the County. Contractor is responsible for ensuring any subcontractor that provides any service to complete the Work also obtains the insurance required in paragraph 8 of this Exhibit B.

1. Proof of Insurance (Certificate of Insurance): Contractor must provide a current and valid Certificate of Insurance to the County for each type of insurance listed in paragraph 8, below prior to work commencing. Contractor must provide an updated Certificate of Insurance on an annual basis, at or near the time of policy renewal. Certificates of Insurance must be provided to the County Project Sponsor.
2. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for the following coverages when listed in paragraph 8 below: General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Exhibit B. Boulder County as an additional insured shall be endorsed to the policy in the form of a named additional insured endorsement or blanket additional insured endorsement.

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

3. Notice of Cancellation: Each insurance policy required by this Exhibit B 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.
4. 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 by Contractor in any of the Contract Documents shall be null and void.

5. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.
6. Primacy of Coverage: Coverage required of Contractor and each Subcontractor, if any, shall be primary and noncontributory over any insurance or self-insurance program carried by the County.
7. Subrogation Waiver: All insurance policies secured or maintained by Contractor or Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the Board of County Commissioners, the Elected Offices of the County, the County itself, and all County officers, agents, employees, and volunteers.
8. Requirements: Contractor is required to comply with any insurance obligations set forth by any other government or agency providing funding for Contractor's Work under the Contract. In addition, for the entire duration of this Contract including any extended or renewed terms, Contractor and all subcontractors must procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance:

Commercial General Liability

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

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.

Umbrella / Excess Insurance

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

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.