

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES  
ELECTRONIC WASTE RECYCLING PROGRAM  
AMENDMENT NUMBER ONE (1)  
PURCHASE ORDER NUMBER: (NEW)  
ACCOUNT NUMBER: 32500.450240**

**THIS AMENDMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”), and TECHNO RESCUE, LLC (the “Vendor”).

**WHEREAS**, the County and the Vendor entered into a certain Public Contract for Services dated **April 13, 2021** (the “Contract”); and

**WHEREAS**, the County and the Vendor originally agreed to a Maximum Contract Expenditure for services in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**. Compensation for the additional work associated with this Amendment Number One (1) shall be **EIGHTY THOUSAND DOLLARS (\$80,000.00)**; and

**WHEREAS**, the County and the Vendor desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Vendor; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

**“Maximum Contract Expenditure.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ONE HUNDRED EIGHT THOUSAND DOLLARS (\$180,000.00)**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Vendor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: \$80,000.00**

**PREVIOUSLY APPROVED PCS REVISIONS: \$ 0.00**

**TOTAL FOR ALL PCS REVISIONS (TO DATE): \$ 80,000.00**

**TOTAL FOR ORIGINAL PCS: \$ 100,000.00**

**GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: \$ 180,000.00**

**ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.**

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2. The remainder of the Contract shall remain in full force and effect.



**COPY OF ORIGINAL CONTRACT FROM 2021 BELOW**

**PUBLIC CONTRACT FOR SERVICES**

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this 13<sup>th</sup> day of April, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **Techno Rescue, LLC**, a LLC authorized to do business in Colorado (the “Vendor”).

**RECITALS**

**WHEREAS**, Section 25-17-303 C.R.S states that “a person shall not dispose of an electronic device or a component of an electronic device in a landfill in this state”, and

**WHEREAS**, Section 25-17-303 further provides that “A county shall make a good-faith effort to secure the electronic waste recycling services before the board of commissioners may exempt the county's residents from the landfill ban”, and

**WHEREAS**, pursuant Sections 25-17-301-308 C.R.S., Douglas County desires to provide electronics recycling services to Douglas County citizens, and

**WHEREAS**, the Vendor has the ability to assist the County through its professional expertise, knowledge, credentials and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

**1. LINE OF AUTHORITY:** Holly Carrell, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Vendor under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Vendor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor’s compensation, which are mutually agreed upon between the County and Vendor, shall be in writing and shall become part of this Contract upon execution.

The Vendor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Vendor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Vendor and the County for the use and occupancy by the Vendor of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Vendor, and the Vendor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is One-Hundred Thousand Dollars (\$100,000.00) for fiscal year 2021. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Vendor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**5. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on March 19, 2021 and terminate at 12:00 a.m. on December 31, 2021. This Contract shall renew automatically up to three times on December 31<sup>st</sup> of each year for an additional one-year term unless amended or terminated by the County as provided in Section 16. Any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Vendor based upon invoices submitted by the Vendor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Vendor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Vendor. The County reserves the right to require such additional documentation, including Certificates of Recycle, monthly activity reports detailing the Vendor's activities and services rendered, as the County deems appropriate to support the payments to the Vendor. The signature of an officer of the Vendor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Vendor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Vendor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Vendor by placing the Vendor's own interests, or the interest of any party with whom the Vendor has a contractual arrangement, in conflict with those of County.

**8a. INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Vendor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Vendor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Vendor need

not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

**8b. FOR PROFESSIONAL NEGLIGENCE:** The Vendor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Vendor, its employees, agents or subcontractors, or others for whom the Vendor is legally liable, in the performance of professional services under this Contract. The Vendor is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Vendor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Vendor to perform work under this Contract shall be and remain at all times, employees of the Vendor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

**10. ILLEGAL ALIENS:** If Vendor has any employees or subcontractors, the Vendor shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the Vendor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Vendor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Vendor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. The Vendor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

C. The Vendor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If the Vendor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Vendor shall:

- (i) Notify the subcontractor and the County within three (3) days that the Vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Vendor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Vendor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If the Vendor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, the Vendor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if the Vendor violates this provision of this Contract and the County terminates the Contract for such breach.

**11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**12. ASSIGNMENT:** The Vendor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Vendor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Vendor hereunder.

**13. COUNTY REVIEW OF RECORDS:** The Vendor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Vendor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**14. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Vendor in connection with this Contract shall be the property of the County.

**15. ASSIGNMENT OF COPYRIGHTS:** The Vendor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Vendor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

**16. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Vendor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Vendor pursuant to this Contract shall become the County's property. The Vendor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

**17. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Vendor to: Holly Carrell  
100 Third St.  
Castle Rock, CO 80104  
(303) 814-4344  
[hcarrell@douglas.co.us](mailto:hcarrell@douglas.co.us)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
(303) 660-7414

and by the County to: Nidal Y Allis, owner/President/CEO  
3251 Lewiston St, Suite 10  
Aurora, CO 80011  
(303) 482-2207  
[nidal@technorescue.com](mailto:nidal@technorescue.com)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate



substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**18. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Vendor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**19. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Vendor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Vendor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**21. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**22. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Vendor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**23. ADVERTISING AND PUBLIC DISCLOSURE:** The Vendor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**24. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 29
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit C- Insurance Requirements

- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Response to Request for Proposal (if applicable).

**25. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**26. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

**27. INSURANCE:** The Vendor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Vendor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Vendor's insurance coverage during the term of this Contract.

**28. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**29. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Vendor have executed this Contract as of the above date.

(Techno Rescue, LLC)

BY: \_\_\_\_\_

ATTEST: (if a corporation)

Printed Name Nidal Allis

Title: President & CEO

Title: \_\_\_\_\_

DATE: 3/23/2021

Signature of Notary Public Required:

STATE OF Colorado )

COUNTY OF Adams )

ss.

The foregoing instrument was acknowledged before me this 23 day of March, 2021, by Nidal Allis.

Witness my hand and official seal

Tiffany Lato Coleman

TIFFANY LATOY COLEMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214004501  
MY COMMISSION EXPIRES FEBRUARY 3, 2025

My commission expires: Feb 3, 2025

Notary Public

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

DocuSigned by:  
*Doug DeBord*  
B5C95B8BCFAB4AA...  
**BY: \_\_\_\_\_**  
**Douglas J. DeBord, County Manager**

**DATE:** 3/25/2021

**DATE:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

DocuSigned by:  
*Andrew Copland*  
80C333BC1187403...  
**Andrew Copland**  
**Director of Finance**

**DATE:** 3/25/2021

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
*Carmen Jackson Brown*  
BFF518080BDD425...  
**Carmen Jackson-Brown**  
**Senior Assistant County Attorney**

**DATE:** 3/24/2021


BOARD OF COUNTY COMMISSIONERS

DocuSigned by:  
*Lora L Thomas*  
A4003FF630E6444...  
\_\_\_\_\_

Lora L Thomas  
Chair, Douglas County Commissioners  
4/13/2021

DocuSigned by:  
*Kristin Randlett*  
4D0E70F519BB420...  
\_\_\_\_\_

Kristin Randlett  
Clerk to the Board  
4/14/2021

DocuSigned by:  


**Exhibit A**  
**SCOPE OF SERVICES**

**STAFFING AND EQUIPMENT:**

Techno Rescue will provide sufficient staffing and labor and all necessary equipment for accepting, transporting, sorting and processing all electronics that are collected from validated Douglas County residents at their office through December 31, 2021. Office hours will consist of Mon – Fri, 8am – 4:30pm as well as occasional Saturdays as mutually agreed upon by the County and Techno Rescue.

Techno Rescue will process all items responsibly, in a timely manner and in accordance with their certificates and established professional standards. No costs will be assessed to verified Douglas County residents. At no time will Douglas County be financially responsible for services rendered to those who are not verified Douglas County residents.

Techno Rescue will partner with PCs for People to the fullest extent possible.

**ACCEPTED ITEMS**

Bathroom and food scales	DVD players/VCR	Paper Shredders
Binoculars	Drones	Power cords
Cameras and lenses	Electrical wire and stereo cables	Printers
Car stereos and radios	Hard Drives and Memory	Remote control devices
Cassette Tapes/VHS tapes	Misc computer parts	Remotes
Cell Phones	Keyboard & Mice	Satellite Dishes
CD's	Electric Lawn Mowers (no gas)	Servers and Network Equipment
Computers/Laptops	Electric Lawn Trimmers (no gas)	Sewing machines
Computer Monitors	Electric scooters	Speakers
Computer Towers	Lithium ion computer batteries	Stereo Equipment
Copy machines	Lead acid backup batteries	Tables
Corded power tools	Microscopes	Telescopes
Corded telephones	Modems/Routers	Televisions
Cordless power tools	Network Switches	Typewriters
		Vacuums
		VOIP Phones

**ITEMS NOT ACCEPTED**

Large appliances including refrigerators, freezers, washing machines and dryers  
 Air Conditioning and Swamp Coolers  
 Items that contain Freon (mini-refrigerator, wine refrigerator)  
 Items containing liquid mercury (Thermostats, fire detectors, carbon monoxide detectors, etc)  
 Broken or exposed cathode ray tube (CRT) glass  
 Light bulbs of any kind  
 Poly-chlorinated biphenyl ballasts (PBC) found in fluorescent light fixtures

**Exhibit B**  
**METHOD OF PAYMENT**

The Vendor agrees to a fee of \$0.27 per pound of accepted items donated by verified Douglas County residents and collected at the Techno Rescue offices for processing meeting the criteria specified in Exhibit A; and shall bill the County only for items actually collected. The amount of this Agreement reflects an estimate of not more than the contract amount of \$100,000 of billed support for this project by the identified consultant as agreed upon by Douglas County, based on the associated Scope of Work.

This Agreement includes the following assumptions:

- All time spent on Douglas County work shall be conscientiously tracked and accurately documented on submitted monthly invoices.
- Work hours are defined as remote effort that is directly related to County work assignments, including meetings, phone calls, sending/reading emails, and preparation of requested documentation and deliverables as described.

The Consultant shall provide invoices to the County via electronic and/or postal mail, to the attention of designated County Authorized Representative. Payment shall be made pursuant to Section 6 of this Agreement.

**At no time shall the County be invoiced for items in Exhibit B in an amount that would exceed the amount specified in Section 4 of this Agreement, 'Maximum Contract Expenditure'. Such changes in scope would require either a new Agreement, or an amendment to this Agreement.**

**Exhibit C**  
**INSURANCE REQUIREMENTS**

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if VENDOR or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the VENDOR or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the VENDOR or CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the VENDOR or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the VENDOR or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the **VENDOR or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the VENDOR or CONTRACTOR's insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** VENDOR or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said VENDOR or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. VENDOR or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The VENDOR or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the VENDOR or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The VENDOR or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** VENDOR or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the VENDOR or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the VENDOR or CONTRACTOR to provide insurance policies within ten (10) working days of



receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors.** Vendor or Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and VENDOR or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances.** Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.