BID REQUEST #B1900130 (ADDENDUM #4)

WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS
AND SPECIFICATIONS FOR
WCR 17/54 IRRIGATION

OCTOBER 2019

Division of Engineering
P.O. Box 758
1111 H Street
Greeley, Colorado 80632
970-304-6496
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The following checked forms and provisions take precedence over plan drawings and supplement the 2017 edition of the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction” (Standard Specifications) which is to be used to administer the construction of this project.

**BIDDING REQUIREMENTS:** *All Bidders must submit these forms with their Bid.*

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REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: SEPTEMBER 25, 2019 (1st ADVERTISEMENT DATE)
BID NUMBER: B1900130
DESCRIPTION: WCR 17/54 IRRIGATION
MANDATORY PRE-BID CONFERENCE DATE: NOVEMBER 6, 2019
BID OPENING DATE: NOVEMBER 20, 2019

1. NOTICE TO BIDDERS:
The Board of County Commissioners of Weld County, Colorado, wishes to purchase the following:

WCR 17/54 IRRIGATION

The project in general consists of irrigation facilities required for the improvements to the existing WCR 17/54 Intersection, located approximately 2 miles north of the Town of Johnstown, and approximately 4 miles east of Interstate 25. Refer to the Bid Schedule for a list of the bid items and quantities.

A mandatory pre-bid conference will be held at 1:00 P.M., on Wednesday, November 6th, 2019, at the Weld County Public Works Building. The Public Works Building is located at 1111 H Street in Greeley. Bidders must participate and record their presence at the pre-bid conference to be allowed to submit bids.

Bids for the above stated construction project will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room #107 Greeley CO 80631 until: Wednesday, November 20th, 2019, 10:00 A.M.

PAGES 3–12 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL THE INFORMATION CONTAINED IN PAGES 3–12 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 12.

2. INVITATION TO BID:

Weld County requests bids for the purchase of the above-listed merchandise, equipment, and/or services. Bids shall include all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid. Merchandise and/or equipment shall be delivered to the location(s) specified herein.

You can find bid information on the Weld County Purchasing website at http://www.co.weld.co.us/Departments/Purchasing/index.html located under Current Request for Bids. Weld County Government is a member of the Rocky Mountain E-Purchasing System. The Rocky Mountain E-Purchasing System (BidNet®) is an on-line notification system that is being utilized by multiple governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.
**Bid Delivery to Weld County – 2 methods:**

1. **E-mail.** E-mailed bids are preferred. Bids may be e-mailed to: bids@weldgov.com. E-mailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 “O” Street, #107 Greeley, CO 80631.

*Please call Purchasing at 970-336-7225 if you have any questions.*

3. **INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION**

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to the bid of the individual signing. When requested by Weld County, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

Bids may be withdrawn upon written request to and approval of Weld County; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded.

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Purchasing Department for the premature opening of a bid not properly addressed and identified.

Weld County reserves the right to reject any bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

**Terms Defined:** Terms used in these instructions to Bidders and elsewhere throughout the Contract Documents are defined in the General Provisions, CDOT, Standard Specification for Road and Bridge Construction, Section 101, and in the Project Special Provisions.

**Familiarization with the Work:** Before submitting his Bid, each prospective Bidder shall familiarize himself with the Work, the site where the Work is to be performed, local labor conditions and all local, state and federal laws, ordinances, rules, regulations and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Contract Documents and Drawings and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with this condition.
Interpretation of Contract Documents to Prospective Bidders: Any prospective Bidder who discovers ambiguities or is in doubt as to the true meaning of any part of the Contract Documents or Drawings shall make a request to the Project Engineer for an interpretation thereof. Interpretations will be made only by Addenda, duly issued, and copies of each Addendum will be made readily available at the same source as the other bid documents by the Purchasing Department. Unless approved by the Project Engineer, no interpretation Addenda will be issued within the last seven (7) days before the date set for opening of Bids. The Bidder shall be solely responsible for any interpretation of the Contract Documents or Drawings other than by duly issued Addenda.

Preparation of the Bid: Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder. Bids by partnerships must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership must be shown below the signature. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Names of all persons signing must be printed below their signatures. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder.

Modification or Withdrawal of Bid: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the final time set for opening Bids. Bidders may modify or withdraw Bids by electronic communication at any time prior to the time set for receiving Bids provided the instruction is positively identified. Any electronic modification should not reveal the amended Bid price, but should provide only the addition, subtraction or modification. A duly executed document confirming the electronic modification shall be submitted within three days after Bids are opened. The Purchasing Department can at their sole discretion, release any Bid at any time.

4. AWARD AND EXECUTION OF CONTRACT

Basis of Award: Only firm Bids will be considered. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose Bid compares favorably upon evaluation with other Bids. Weld County intends to award the Contract to the lowest responsible Bidder within the limits of funds available and to best serve its interests. Weld County reserves the right to waive informalities and/or irregularities and to reject any or all bids.

Evaluation of Bids: The evaluation of Bids will include consideration of Subcontractors and suppliers. All Bidders shall submit a list of all Subcontractors he expects to use in the Work with the Bid, if requested by the Project Engineer. The use of Subcontractors listed by the Bidder and accepted by Weld County prior to the Notice of Award will be required in the performance of the Work. All Bidders shall submit with their Bid a list of the suppliers as indicated in the Bid Forms, or as requested by the Project Engineer.

Contract Execution: The successful Bidder shall be required to execute the Contract and to furnish the Performance Bond, Labor & Materials Payment Bond and Certificate of Insurance within ten (10) calendar days of receipt of the Notice of Award. Failure to execute the contract and furnish the required paperwork within the time frame mentioned above shall be just cause for the annulment of the Award and, in the event of such annulment, the Award may then be made to another Bidder, or Weld County may reject all Bids or call for other Bids.

In submitting the bid, the bidder agrees that the signed bid submitted, all the documents of the Request for Bid contained herein (including, but not limited to, product specifications and scope of services), the successful bidder’s response, and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County. The County may require a separate contract, which if required, has been made a part of this bid.
5. PERFORMANCE, LABOR, MATERIAL AND PAYMENT BOND

The successful Bidder shall be required to execute the Performance Bond and Labor & Materials Payment Bond in the amount of 100% of the Contract plus the value of the force account items, covering the faithful performance of the Contract and the payment of all obligations arising there-under. The Bonds shall be executed on the forms included with the Contract Documents by a surety company authorized to do business in the State of Colorado and acceptable as surety to Weld County. The Bidder shall deliver the Bonds to the Owner within 10 (ten) calendar days of the Notice of Award.

6. INDIRECT COSTS

Governmental Fees: The cost of all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by the County, shall be included in the Bid price.

Royalties: The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the Work shall be included in the Bid price.

Utilities: Unless otherwise specified, the Bidder shall include in his Bid the cost of all electrical, water, sanitary, gas, telephone, and similar facilities and services required by him in performing the Work.

Cash Allowances: The Bidder shall include in his Bid such sums as he deems proper for overhead costs and profits on cash allowances named in the Bid Documents.

7. SITE CONDITIONS

Familiarization with the Site: The prospective Bidder shall by careful examination, satisfy himself of the following:

Nature and location of the site where the Work is to be performed.

Character, quality, and quantity of surface and subsurface materials, water, structures and utilities to be encountered.

Character of construction equipment and facilities needed for performance of the Work.

General local conditions.

Availability of lands as set forth in the General Conditions.

Access to the Site: The Bidder shall carefully review the Drawings and the Project Special Provisions for provisions concerning access to the site during performance of the Work. The Bidder shall carefully review the locations of the site where the work is to be performed. The Bidder shall make all arrangements, as deemed necessary, for access to property outside of Weld County Right of Way, prior to beginning the work.

8. SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to
certify with successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien successful bidder shall notify the subcontractor and County within three (3) days that successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If successful bidder participates in the State of Colorado program, successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirms that successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to Weld County, a written notarized affirmation that it has examined the legal work status of such employee and shall comply with all the other requirements of the State of Colorado program. If successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if successful bidder receives federal or state funds under the contract, successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

9. GENERAL PROVISIONS

A. Fund Availability: Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. Confidential Information: Confidential financial information of the bidder should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, CONFIDENTIAL. However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., regarding public records, and cannot guarantee the confidentiality of all documents.

C. Governmental Immunity: No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. Independent Contractor: The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County, and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and
agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities regarding workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contractors performing construction services of a similar nature to those described in this Agreement. The successful bidder shall further be responsible for the timely completion and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by Weld County may result in Weld County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by Weld County and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **Termination:** Weld County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by Weld County for such additional services. Accordingly, no claim that Weld County has been unjustly enriched by any additional services, whether there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event written authorization and acknowledgment by Weld County for such additional services is not
timely executed and issued in strict accordance with this Agreement, the successful bidder’s rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.

N. **Subcontractors:** The successful bidder acknowledges that Weld County has entered into this Agreement in reliance upon the reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without Weld County’s prior written consent, which may be withheld in Weld County’s sole discretion. Weld County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom Weld County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by Weld County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward Weld County. Weld County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** Contractor warrants that construction services performed under this Agreement will be performed in a manner consistent with the professional construction standards governing such services and the provisions of this Agreement. Contractor further represents and warrants that all construction services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all construction services will conform to applicable specifications. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance. This warranty shall commence on the date of Weld County’s final acceptance of the Project.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of Weld County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by Weld County shall, at the option of Weld County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of Weld County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is non-exclusive, and Weld County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507:** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. Weld County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any in any business or personal activities or practices or maintain any relationships which conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in Weld County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s family shall serve on a Weld County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.
T.  **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U.  **Compliance with Davis-Bacon Wage Rates:** Not applicable.

V.  **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of Weld County Commissioners.

W.  **Compensation Amount:** Upon the successful bidder’s successful completion of the construction of the Project, and Weld County’s acceptance of the same, Weld County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment above that amount will be made by Weld County unless a “change order” authorizing such additional payment has been specifically approved by the Director of Weld County Public Works, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code. Weld County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

10. **INSURANCE REQUIREMENTS**

    **General Requirements:** Successful bidders/Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Successful bidders/Contract Professionals shall keep the required insurance coverage in force during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Director of General Services by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is above a deductible or self-insured retention, County must be notified by the Successful bidder/Contract Professional. Successful bidder/Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder/Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

    The insurance coverage specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder/Contract Professional. The County in no way warrants that the minimum limits contained herein are enough to protect the Successful bidder from liabilities that might arise out of the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder is not relieved of any liability or other obligations assumed or pursuant to the Contract by its failure to obtain or maintain insurance in enough amounts, duration, or types. The successful bidder/Contract Professional shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.

    The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all construction services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.
INDEMNITY: The successful bidder shall defend, indemnify and hold harmless Weld County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its construction methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against Weld County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for Weld County. A failure to comply with this provision shall result in Weld County’s right to immediately terminate this Agreement.

Types of Insurance: The successful bidder/Contract Professional shall obtain, and maintain during the term of any Agreement, insurance in the following kinds and amounts:

Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering the successful bidder’s Contract Professional’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against Weld County. This requirement shall not apply when a successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act, AND when such successful bidder or subcontractor executes the sole proprietor waiver form.

Minimum Limits:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A (Workers’ Compensation)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Coverage B (Employers Liability)</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, explosions, collapse and underground hazard, personal advertising injury, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, liability assumed under an insured contract (including defense costs assumed under contract, designated construction projects(s) general aggregate limit, ISO CG 2503 or equivalent additional insured—owners, lessees or successful bidders endorsement, ISO Form 2010 or equivalent, additional insured—owners, lessees or successful bidders endorsement, ISO CG 2037 or equivalent, the policy shall be endorsed to include the following additional insured language on the additional insured endorsements specified above: “Weld County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Successful bidder, including completed operations” and the minimum limits must be as follows:

- $1,000,000 each occurrence;
- $2,000,000 general aggregate;
- $2,000,000 products and completed operations aggregate;
- $1,000,000 Personal Advertising injury
- $50,000 any one fire; and
- $5,000 Medical payments one person

Automobile Liability: Successful bidder/Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on Weld County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.
Additional Provisions:

Policies for all general liability, excess/umbrella liability, liquor liability and pollution liability must provide the following:

i. If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, Successful bidder shall notify Weld County within ten (10) days and reinstate the aggregates required;

ii. Unlimited defense costs above policy limits;

iii. Contractual liability covering the indemnification provisions of this Agreement;

iv. A severability of interest provision;

v. Waiver of exclusion for lawsuits by one insured against another;

vi. A provision that coverage is primary; and

vii. A provision that coverage is non-contributory with other coverage or self-insurance provided by Weld County.

For general liability, excess/umbrella liability, liquor liability, pollution liability and professional liability policies, if the policy is a claims-made policy, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to Weld County, whichever is earliest.

Successful bidders/Contract Professionals shall secure and deliver to Weld County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid Request.

Proof of Insurance: Weld County reserves the right to require the successful bidder/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, successful bidder/Contract Professional’s insurer shall name Weld County as additionally insured.

Waiver of Subrogation: For all coverages, Successful bidder/Contract Professional’s insurer shall waive subrogation rights against Weld County.

Subcontractors: All subcontractors, subcontracts, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all the requirements herein and shall procure and maintain the same coverage required of Successful bidder/Contract Professional. Successful bidder/Contract Professional shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder/Contract Professional agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by Weld County.
BID PROPOSAL

To: Weld County Purchasing Department
    P.O. Box 758, 1150 “O” Street
    Greeley, Colorado 80632
    Attention: Rob Turf, Purchasing Manager

Bid Proposal for: WCR 17/54 IRRIGATION

PROPOSAL

Pursuant to and in full compliance with all Contract Documents the undersigned Bidder hereby proposes to furnish all labor and materials and to perform all Work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the Work above indicated for the monies indicated below which includes all State, County and local taxes normally payable with respect to such Work. The amounts stated include all allowances for profit and overhead, taxes, fees and permits, transportation, services, tools and equipment, labor and materials and other incidental costs.

The Bidder shall include in their bid all Sales and Use Tax if applicable. State of Colorado and Weld County tax shall not be included. Upon application, the State of Colorado Department of Revenue shall issue to a Bidder a Certificate of Exemption indicating that the purchase of construction or building materials is for a purpose stated in Section 39-26-114, CRS, and is free from Colorado State Sales Tax.

EXAMINATION OF DOCUMENTS AND SITE

The Bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, to fully appraise himself of the conditions at the site and to gain a clear understanding of the Work to be executed and is thoroughly familiar with all local, state and federal laws, ordinances, rules, regulations and other factors affecting performance of the Work.

PROPOSAL GUARANTEE

This Bid Proposal is accompanied by the required Bid Bond of five percent (5%) based upon the Total Cost of all items required to be Bid. Weld County, Colorado is authorized to hold said Bid Bond for a period of not more than sixty (60) days after the opening of the Bids for the Work indicated, unless the undersigned Bidder is awarded the Contract within said period, in which event the Owner may retain said Bid Bond until the undersigned Bidder has executed the required Agreement and furnished the required Performance Bond, Labor & Materials Payment Bond, and Insurance.

TIME OF COMPLETION

The Bidder agrees to make his best effort to complete the entire Project as soon as possible and within the time specified in the Project Special Provisions after the issuance of the Notice to Proceed.

EXECUTION OF DOCUMENTS

The Bidder understands that if this Bid Proposal is accepted, he must execute the required Agreement and furnish the required Performance Bond, Labor & Materials Payment Bond and Insurance Certificates within ten (10) days from the date of Notice of Award.

METHOD OF AWARD

Weld County reserves the right to reject any Bid from any Bidder to complete the Work as specified regardless of the amount of the Bid. It is understood by the Bidder that Bids shall be awarded and that should the cost of the Bid exceed budgeted funds, Weld County reserves the right to reject any or all Bids or portions of Work Bid or the use of any of the methods stated in the Instructions to Bidders to obtain the most advantageous Bid price. All bids will be reviewed by the Project Engineer. For any discrepancy between words and figures; the words will control. All mathematics will be checked, and the correct total used for determining the low bidder.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID SCHEDULE: ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
<th>UNIT PRICE (DOLLARS)</th>
<th>TOTAL PRICE (DOLLARS)</th>
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<tbody>
<tr>
<td>201</td>
<td>Clearing and Grubbing</td>
<td>LS</td>
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<tr>
<td>202</td>
<td>Removal of Structure</td>
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<tr>
<td>202</td>
<td>Removal of Concrete Ditch Lining</td>
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<td>1,557</td>
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<tr>
<td>202</td>
<td>Removal of Valve</td>
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<td></td>
<td></td>
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<tr>
<td>202</td>
<td>Removal of Steel Vent Pipe Riser</td>
<td>EACH</td>
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<td></td>
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<tr>
<td>202</td>
<td>Removal of Pipe</td>
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<tr>
<td>202</td>
<td>Removal of Asphalt Mat</td>
<td>SY</td>
<td>234</td>
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<tr>
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<td>Removal of Fence</td>
<td>LF</td>
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<td>202</td>
<td>Removal of Gate</td>
<td>EACH</td>
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<tr>
<td>203</td>
<td>Utility Potholing</td>
<td>HOUR</td>
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<td>206</td>
<td>Structure Backfill (Flow-Fill) (County Mix – 1,000 psi)</td>
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<tr>
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<td>Erosion Log Type 1 (12 Inch)</td>
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<td>Erosion Bales (Weed-Free)</td>
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<td>208</td>
<td>Concrete Washout Structure</td>
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<td>208</td>
<td>Sediment Removal/Disposal (Labor)</td>
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<td>Sediment Removal/Disposal (Equipment)</td>
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<td>Temporary Berms</td>
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<td>Seeding (Native) (Hand Broadcast)</td>
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<td>TON</td>
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<td>Aggregate Base Course (RAP)(Class 6)</td>
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<td>ITEM NO.</td>
<td>BID SCHEDULE: ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>BID QUANTITY</td>
<td>UNIT PRICE (DOLLARS)</td>
<td>TOTAL PRICE (DOLLARS)</td>
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<td>Concrete Class D</td>
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<tr>
<td>602</td>
<td>Reinforcing Steel</td>
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<td>1,911</td>
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<td>603</td>
<td>Reset Hein Irrigation Connection</td>
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<tr>
<td>603</td>
<td>24” RCP</td>
<td>LF</td>
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<tr>
<td>603</td>
<td>24” Marmac Coupler Connection</td>
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<tr>
<td>603</td>
<td>24” RCP End Section</td>
<td>EACH</td>
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<tr>
<td>603</td>
<td>10” Plastic Pipe (C900 – 235 psi)</td>
<td>LF</td>
<td>10</td>
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<tr>
<td>603</td>
<td>10” Plastic Pipe (Gated)</td>
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<td>332</td>
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<tr>
<td>603</td>
<td>12” Plastic Pipe (C900 – 235 psi)</td>
<td>LF</td>
<td>3,306</td>
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<tr>
<td>603</td>
<td>10” Plastic Pipe Bend (C900)</td>
<td>EACH</td>
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<tr>
<td>603</td>
<td>12” Plastic Pipe Bend (C900)</td>
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<tr>
<td>603</td>
<td>12” Ductile Iron Pipe (350 psi)</td>
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<td>244</td>
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<td>603</td>
<td>12” Ductile Iron Pipe Bend (350 psi)</td>
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<tr>
<td>604</td>
<td>Manhole Slab Base (5-foot)</td>
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<tr>
<td>604</td>
<td>Manhole Slab Base (10-foot)</td>
<td>EACH</td>
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<tr>
<td>604</td>
<td>Irrigation Structure Steel Frame/Cover</td>
<td>EACH</td>
<td>6</td>
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<td>619</td>
<td>6” Steel Vent Pipe Riser Assembly</td>
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<td>619</td>
<td>24” Welded Steel Casing Pipe (CIP) (with Joint Restraints and End Caps)</td>
<td>LF</td>
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<td>619</td>
<td>10-inch Alfalfa Valve (Waterman)</td>
<td>EACH</td>
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<tr>
<td>619</td>
<td>12-inch Gate Valve (Fresno)</td>
<td>EACH</td>
<td>4</td>
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</tbody>
</table>
## BID SCHEDULE:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE (DOLLARS)</th>
<th>TOTAL PRICE (DOLLARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>619</td>
<td>12-inch Slide Gate (Fresno)</td>
<td>EACH</td>
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<tr>
<td>619</td>
<td>12-inch Sunshine Valve (Waterman)</td>
<td>EACH</td>
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<tr>
<td>620</td>
<td>Field Office (Class 2)</td>
<td>EACH</td>
<td>1</td>
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<tr>
<td>620</td>
<td>Sanitary Facility</td>
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<td>1</td>
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<tr>
<td>622</td>
<td>Bollard</td>
<td>EACH</td>
<td>9</td>
<td></td>
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<tr>
<td>625</td>
<td>Construction Surveying</td>
<td>LS</td>
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<tr>
<td>626</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
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<tr>
<td>630</td>
<td>Flagging</td>
<td>HOUR</td>
<td>400</td>
<td></td>
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<tr>
<td>630</td>
<td>Traffic Control Supervisor</td>
<td>DAY</td>
<td>20</td>
<td></td>
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<tr>
<td>630</td>
<td>Traffic Control Inspection</td>
<td>DAY</td>
<td>80</td>
<td></td>
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<tr>
<td>630</td>
<td>Construction Traffic Sign (Panel Size A)</td>
<td>EACH</td>
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<tr>
<td>630</td>
<td>Construction Traffic Sign (Panel Size B)</td>
<td>EACH</td>
<td>4</td>
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<tr>
<td>630</td>
<td>Portable Message Sign Panel</td>
<td>DAY</td>
<td>48</td>
<td></td>
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</tr>
<tr>
<td>630</td>
<td>Barricade (Type 3 M-B) (Temporary)</td>
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<tr>
<td>*700</td>
<td>Force Account Minor Contract Revisions</td>
<td>F/A</td>
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<td>$75,000.00</td>
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<tr>
<td>*700</td>
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<td>F/A</td>
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<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

*NOTE: INCLUDE ALL FORCE ACCOUNT ITEMS IN TOTAL BID AMOUNT.

**Total Bid (Dollars):** $
NOTE: The following are items of work to be completed by Weld County:

- Materials Quality Acceptance Testing
- Construction Inspection

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following Addenda to the Invitation for Bids, Drawings, Specifications and other Contract Documents.

Addendum No. __________________ Date: __________________ By: __________________

Addendum No. __________________ Date: __________________ By: __________________

Addendum No. __________________ Date: __________________ By: __________________

Addendum No. __________________ Date: __________________ By: __________________

Addendum No. __________________ Date: __________________ By: __________________

Addendum No. __________________ Date: __________________ By: __________________

Bidder agrees to perform all Work described in the Contract Documents for the unit prices as shown in the Bid Schedule. Payment will be based on the Lump Sum price or the actual quantities furnished, installed or constructed.

The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1900130.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes. Weld County is exempt from Colorado sales tax (exemption number 98-03551-0000).
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all documents of the Request for Proposal contained herein, and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.

FIRM ___________________________ BY ___________________________

(Please print)

MAILING ADDRESS ___________________________ DATE ________________

CITY, STATE, ZIP CODE ___________________________

TELEPHONE NO ___________________________ TAX ID # ________________

SIGNATURE ___________________________
BID BOND

PROJECT: WCR17/54 IRRIGATION

KNOW ALL MEN BY THESE PRESENTS, that ________________________________________________________________________ as Principal, and ________________________________________________________________________ as Surety, are hereby held and firmly bound unto Weld County, Colorado (hereinafter called the "Owner") in the penal sum of ________________________________________________________________________ Dollars ($ ____________), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated __________, 2019 for the WCR17/54 IRRIGATION as set out in the accompanying Bid.

WHEREAS, the Owner has required as a condition for receiving said Bid that the principal deposit with the Owner either a certified check equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for such construction if the Contract is to be awarded to him, that said sum be paid immediately to the Owner as liquidated damages and not as a penalty for the principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore:

A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the Owner in accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be required upon the forms prescribed by the Owner for the faithful performance and the proper fulfillment of said Contract, or

B. Withdraw said Bid within the time specified, or

C. Pay to the Owner the sum determined upon herein as liquidated damages, and not as a penalty, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this __________________________________________________________________________ day of __________________________________________________________________________, 2019 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal __________________________________________________________________________

Address __________________________________________________________________________

ATTEST: __________________________________________________________________________

By: _________________________________________________________________________________  By: _________________________________________________________________________________

Surety __________________________________________________________________________

Address __________________________________________________________________________

ATTEST: __________________________________________________________________________

By: _________________________________________________________________________________
BID BOND INSTRUCTIONS

The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.

If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.

The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.

Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.

A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the Owner are not in any way reduced by use of such standard printed bond form.
Form W-9

Rev. August 2013
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name (entity name, if different from above)

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/ESTATE

☐ Limited liability company. Enter the tax classification (C or S corporation, or partnership)

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition, or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 2.

Sign Here: Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9; at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of a payment card and third party network transactions, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a foreign sole proprietor), to provide your correct TIN to the person requesting it (the requester) and, when applicable, for:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding.

3. Claim exemption from backup withholding if you are a U.S. exempt payer. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to withholding tax on foreign persons' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-9).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10531X

Form W-9 (Rev. 8-2013)
NOTICE OF AWARD

PROJECT: WCR17/54 IRRIGATION

To: ____________________________________________

______________________________________________

Project Description: WCR17/54 IRRIGATION

The project in general consists of irrigation facilities required for the improvements to the existing WCR 17/54 Intersection, located approximately 2 miles north of the Town of Johnstown, and approximately 4 miles east of Interstate 25. Refer to the Bid Schedule for a list of the bid items and quantities.

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of $______________ or as shown in the Bid Schedule. You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ___ day of _____________, 2019

Weld County, Colorado, Owner

By: ________________________________

Michael Bedell, P.E., Senior Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

______________________________________________ (Contractor)

Dated this ________________ day of ______________________, 2019

By: ________________________________ Title: ________________________________
WE are COUNTY AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN WELD COUNTY & (CONTRACTOR)  

WCR17/54 IRRIGATION (EXAMPLE)  

THIS AGREEMENT is made and entered into this ______ day of ________, 2019 by and between the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners, whose address is 1150 “O” Street, Greeley, Colorado 80631 hereinafter referred to as “County,” and Contractor, [an individual], [a limited liability partnership] [a limited liability company] [a corporation], who whose address is, hereinafter referred to as “Contractor”.  

WHEREAS, the WCR17/54 Irrigation needs improvements, (hereinafter referred to as the “Project”), and  

WHEREAS, in the interests of public health, safety and welfare, it is necessary to undertake the improvements of the WCR17/54 Irrigation, and  

WHEREAS, County requires an independent contract construction professional to perform the construction services required by County and set forth in Exhibit A;  

WHEREAS, Contractor is willing to perform and has the specific ability to perform the required Construction Services at or below the cost set forth in Exhibit B;  

WHEREAS, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the equipment, materials and services as set forth below;  

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

1. Introduction.  

The terms of this Agreement are contained in the terms recited in this document and in Exhibits A and B, each of which forms an integral part of this Agreement. Exhibits A and B are specifically incorporated herein by this reference. County and Contractor acknowledge and agree that this Agreement, including specifically Exhibits A and B, define the performance obligations of Contractor and Contractor’s willingness and ability to meet those requirements.  

Exhibit A consists of County’s Request for Bid (RFB) as set forth in Bid Package No. B1900130. The RFB contains all specific requirements of the County.  

Exhibit B consists of Contractor’s Response to County’s Request for Bid. The Response confirms Contractor’s obligations under this Agreement.  

2. Service or Work. Contractor agrees to procure the materials, equipment and/or products necessary for the Project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the Project described in Exhibit A which is attached hereto and incorporated herein by reference. Contractor shall coordinate with, the Weld County Director of Public Works or other designated personnel to perform the services described on attached Exhibits A and B. Contractor shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent Contractors performing construction services of a similar nature to those described in this Agreement. Contractor shall further be responsible for the timely completion and acknowledges that a failure to comply with the standards and requirements of Exhibits A and B within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this...
Agreement. In its sole discretion, the County may extend the time for the Contractor to complete the service or work, by not more than thirty (30) days. Such extension shall not increase the compensation to be paid to the Contractor nor change any other term herein.

3. **Term.** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until Contractor’s completion of the responsibilities described in Exhibits A and B. Both parties to this Agreement understand and agree that the laws of the State of Colorado prohibit County from entering into Agreements which bind County for periods longer than one year. Therefore, within the thirty (30) days preceding the anniversary date of this Agreement, County shall notify Contractor if it wishes to renew this Contract.

4. **Termination.** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement. However, nothing herein shall be construed as giving Contractor the right to provide materials (or services) under this Agreement beyond the time when such materials (or services) become unsatisfactory to the County.

If this Agreement is terminated by County, Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the County; (2) the reasonable value to County of the materials which Contractor provided prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the County approves in writing which it determines is needed to accomplish an orderly termination of the work. County shall be entitled to the use of all material generated pursuant to this Agreement upon termination.

Upon termination, County shall take possession of all materials, equipment, tools and facilities owned by County that the Contractor is using, by whatever method it deems expedient; and, Contractor shall deliver to County all drawings, drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by County, and these items, materials and documents shall be the property of County. Copies of work product incomplete at the time of termination shall be marked “DRAFT-INCOMPLETE.”

Upon termination of this Agreement by County, Contractor shall have no claim of any kind whatsoever against the County by such termination or because any act incidental thereto, except for compensation for work satisfactorily performed and/or materials described herein properly delivered.

5. **Extension or Modification.** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by Contractor shall be the basis for additional compensation unless and until Contractor has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

6. **Compensation/Contract Amount.** Upon Contractor’s successful completion of the construction of the Project, and County’s acceptance of the same, County agrees to pay an amount no greater than $__________________, which is the bid set forth in Exhibit B. Contractor acknowledges no payment greater than that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the Director of Weld County Public Works, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code. Any other provision of this Agreement notwithstanding, in no event shall County be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount greater than the sum of the bid amount set forth in Exhibit B. Contractor acknowledges that any work it performs beyond that specifically authorized by County is performed at Contractor’s risk and without authorization under this Agreement.
County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31st of any year, without an appropriation therefore by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20)

7. **Independent Contractor.** Contractor agrees that it is an independent Contractor and that Contractor's officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County resulting from the execution of this Agreement. Contractor shall perform its duties hereunder as an independent Contractor. Contractor shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Contractor, its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through County, and County shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind County to any agreement, liability or understanding, except as expressly set forth in this Agreement.

8. **Subcontractors.** Contractor acknowledges that County has entered into this Agreement in reliance upon the reputation and expertise of Contractor. Contractor shall not enter into any subcontractor agreements for the completion of this Project without County's prior written consent, which may be withheld in County's sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. Contractor shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by Contractor and Contractor shall cooperate in such process. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors.

9. **Ownership.** All work and information obtained by Contractor under this Agreement or individual work order shall become or remain (as applicable), the property of County. In addition, all reports, data, plans, drawings, records and computer files generated by Contractor in relation to this Agreement and all reports, test results and all other tangible materials obtained and/or produced with the performance of this Agreement, whether such materials are in completed form, shall be considered the property of the County. Contractor shall not make use of such material for purposes other than this Agreement without prior written approval of County.

10. **Confidentiality.** Confidential financial information of Contractor should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, "CONFIDENTIAL." However, Contractor is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., regarding public records, and cannot guarantee the confidentiality of all documents. Contractor agrees to keep confidential all of County's confidential information. Contractor agrees not to sell, assign, distribute, or disclose any such confidential information to any other person or entity without seeking written permission from the County. Contractor agrees to advise its employees, agents, and consultants, of the confidential and proprietary nature of this confidential information and of the restrictions imposed by this Agreement.
11. **Warranty.** Contractor warrants that construction services performed under this Agreement will be performed in a manner consistent with the professional construction standards governing such services and the provisions of this Agreement. Contractor further represents and warrants that all construction services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all construction services will conform to applicable specifications.

In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance. This warranty shall commence on the date of County’s final acceptance of the Project.

12. **Acceptance of Services Not a Waiver.** Upon completion of the work, Contractor shall submit to County originals of all test results, reports, etc., generated during completion of this work. Acceptance by County of reports, incidental material(s), and structures furnished under this Agreement shall not in any way relieve Contractor of responsibility for the quality and accuracy of the construction of the project. In no event shall any action by County hereunder constitute or be construed to be a waiver by County of any breach of this Agreement or default which may then exist on the part of Contractor, and County’s action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to County with respect to such breach or default. No assent expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach. Acceptance by the County of, or payment for, the construction completed under this Agreement shall not be construed as a waiver of any of the County’s rights under this Agreement or under the law generally.

13. **Insurance and Indemnification.**

**General Requirements:** Contractors/Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contractors/Contract Professionals shall keep the required insurance coverage in force during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Director of General Services by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is greater than a deductible or self-insured retention, County must be notified by the Contractor/Contract Professional. Contractor/Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contractor/Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverage specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Contractor/Contract Professional. The County in no way warrants that the minimum limits contained herein are enough to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by failure to obtain or maintain insurance in enough amounts, duration, or types. Any modification to these requirements must be made in writing by Weld County.

The Contractor stipulates that it has met the insurance requirements identified herein. The Contractor shall be responsible for the professional quality, technical accuracy, and quantity of all construction services provided, the timely delivery of services, and the coordination of services rendered by the Contractor and shall, without additional compensation, remedy and correct any errors, omissions, or other deficiencies.
Indemnity: The Contractor shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. The Contractor shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of the Contractor in its construction methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

Types of Insurance: The Contractor/Contract Professional shall obtain, and maintain during the term of any Agreement, insurance in the following kinds and amounts:

Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all the Contractor’s Contract Professional’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contractor or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

<table>
<thead>
<tr>
<th>Coverage A (Workers’ Compensation)</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage B (Employer’s Liability)</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 equivalent, covering premises operations, explosions, collapse and underground hazard, personal advertising injury, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, and liability assumed under an insured contract. The policy shall be endorsed to include 1) the Additional Insured Endorsements CG 2010 (or equivalent), 2) CG 2037 Additional Insured for products/completed operations, and 3) the Designated Construction Projects General Aggregate Endorsement CG 2503. The policy shall be endorsed to include the following additional insured language on the additional insured endorsements specified above: “Weld County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations” and the minimum limits must be as follows:

- $1,000,000 each occurrence;
- $2,000,000 general aggregate;
- $2,000,000 products and completed operations aggregate;
- $1,000,000 Personal Advertising injury
- $50,000 any one fire; and
- $5,000 Medical payment one person

Automobile Liability: Contractor/Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.
**Additional provisions:**

Policies for all general liability, excess/umbrella liability, liquor liability and pollution liability must provide the following:

- **i.** If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, Contractor shall notify County within ten (10) days and reinstate the aggregates required;
- **ii.** Unlimited defense costs greater than excess of policy limits;
- **iii.** Contractual liability covering the indemnification provisions of this Agreement;
- **iv.** A severability of interest provision;
- **v.** Waiver of exclusion for lawsuits by one insured against another;
- **vi.** A provision that coverage is primary; and
- **vii.** A provision that coverage is non-contributory with other coverage or self-insurance provided by the County.

For general liability, excess/umbrella liability, liquor liability, pollution liability and professional liability policies, if the policy is a claims-made policy, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to County, whichever is earlier. Contractors/Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

**Proof of Insurance:** County reserves the right to require the Contractor/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County.

**Additional Insureds:** For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contractor/Contract Professional’s insurer shall name County as an additional insured.

**Waiver of Subrogation:** For all coverages, Contractor/Contract Professional’s insurer shall waive subrogation rights against County.

**Subcontractors:** All subcontractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to the requirements herein and shall procure and maintain the same coverage required of Contractor/Contract Professional. Contractor/Contract Professional shall include all such subcontractors, independent Contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor/Contract Professional agrees to provide proof of insurance for all such subcontractors, independent Contractors, sub-vendors suppliers or other entities upon request by the County.

14. **Non-Assignment.** Contractor may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Contractor to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

15. **Examination of Records.** To the extent required by law, the Contractor agrees that any duly authorized representative of County, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Contractor, involving all matters and/or transactions
related to this Agreement. The Contractor agrees to maintain these documents for three years from the date of the last payment received.

16. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

17. **Notices.** County may designate, prior to commencement of work, a representative who shall make all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. All notices or other communications (including annual maintenance made by one party to the other concerning the terms and conditions of this contract shall be deemed delivered under the following circumstances:

   a) personal service by a reputable courier service requiring signature for receipt; or  
   b) five (5) days following delivery to the United States Postal Service, postage prepaid addressed to a party at the address set forth in this contract; or  
   c) electronic transmission via email at the address set forth below, where a receipt or acknowledgment is required by the sending party; or  
   d) transmission via facsimile, at the number set forth below, with a receipt or acknowledgment required by the sending party.

Either party may change its notice address by written notice to the other.

**Notification Information:**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Attn.:</strong></td>
<td><strong>Name:</strong> Michael Bedell, P.E.</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Position:</strong> Senior Engineer</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong> P.O. Box 758</td>
</tr>
<tr>
<td><strong>E-mail:</strong></td>
<td><strong>Address:</strong> 1111 H Street, Greeley, CO. 80632-0758</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>E-mail:</strong> <a href="mailto:mbedell@weldgov.com">mbedell@weldgov.com</a></td>
</tr>
<tr>
<td></td>
<td><strong>Phone:</strong> 970-301-0780</td>
</tr>
</tbody>
</table>

18. **Compliance with Law.** Contractor shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

19. **Non-Exclusive Agreement.** This Agreement is non-exclusive, and County may engage or use other Contractors or persons to perform services of the same or similar nature.
20. **Entire Agreement/Modifications.** This Agreement including the Exhibits attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

21. **Fund Availability.** Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this Agreement by County does not create an obligation on the part of County to expend funds not otherwise appropriated in each succeeding year.

22. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of Contractor’s services and Contractor shall not employ any person having such known interests. During the term of this Agreement, Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by Contractor to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of Contractor nor any member of Contractor’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor’s operations, or authorizes funding to Contractor.

23. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent this Agreement is capable of execution within the original intent of the parties.

24. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

25. **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

26. **Board of County Commissioners of Weld County Approval.** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

27. **Choice of Law/Jurisdiction.** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, Contractor agrees that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

28. **Public Contracts for Services C.R.S. §8-17.5-101.** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program of the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ
or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Contractor shall notify the subcontractor and County within three (3) days that Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Contractor shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with reasonable requests made during an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State of Colorado program, Contractor shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Contractor shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee and shall comply with all the other requirements of the State of Colorado program. If Contractor fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Contractor shall be liable for actual and consequential damages. Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Contractor receives federal or state funds under the contract, Contractor must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Contractor operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

29. **Official Engineering Publications.** Contractor acknowledges and agrees that the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction” and the Colorado Department of Transportation Standard Plans “M & S Standards” establish the requirements for all work performed by Contractor under this Agreement, and Contractor agrees to meet or exceed all standards set by these publications. Contractor further acknowledges and agrees that a failure to meet the standards set by these publications may result in withholding by County of some or all the Contract Amount.

30. **Compliance with Davis-Bacon Wage Rates.** Not applicable.

31. **Attorneys Fees/Legal Costs.** In the event of a dispute between County and Contractor, concerning this Agreement, the parties agree that each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

32. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
Acknowledgment. County and Contractor acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Exhibits A and B, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _________ day of ________, 2019.

CONTRACTOR:

__________________________________________

By: ______________________________________  Date: ______________________

Name: __________________________

Title: __________________________

WELD COUNTY:

ATTEST: BOARD OF COUNTY COMMISSIONERS
Weld County Clerk to the Board WELD COUNTY, COLORADO

BY: _____________________________________  Barbara Kirkmeyer, Chair
    Deputy Clerk to the Board
PERFORMANCE BOND
(PAGE 1 OF 2)

PROJECT: WCR17/54 IRRIGATION

KNOW ALL MEN BY THE PRESENTS; that

___________________________________________, hereinafter called Contractor, and a (Corporation, Partnership, or Individual)

___________________________________________, hereinafter called Surety

hereinafter called Surety, are held and firmly bound unto

Weld County, Colorado

(Name of Owner)

P.O. Box 758, 1111 H Street, Greeley, Colorado 80632

(Address of Owner)

hereinafter called Owner, in the penal sum of ___________________________ Dollars, ($______), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered a certain Contract with the Owner, dated the ______ day of ____________, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: WCR17/54 IRRIGATION described in the Invitation for Bids, Bid No. B1900130.

NOW THEREFORE, if the Contractor shall well, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.
PERFORMANCE BOND
(PROJECT: WCR 17/54 IRRIGATION)

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this ________________ day of ____________________, 2019.

__________________________________________
Contractor

______________________________
(Contractor) Secretary

(SEAL)

______________________________
(Witness as to Contractor)

______________________________
(Address)

______________________________
(Address)

ATTEST:

______________________________
(Surety) Secretary

(SEAL)

______________________________
Witness as to Surety

______________________________
(Address)

______________________________
(Address)

By ____________________________
Attorney-in-Fact

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
LABOR & MATERIALS PAYMENT BOND
(PAGE 1 OF 2)

PROJECT: WCR17/54 IRRIGATION

KNOW ALL MEN BY THE PRESENTS; that

________________________________________________________________________
(Name of Contractor)

________________________________________________________________________
(Address of Contractor)

________________________________________________________________________, hereinafter called Contractor, and a (Corporation, Partnership, or Individual)

________________________________________________________________________
(Name of Surety)

________________________________________________________________________
(Address of Surety)

hereinafter called surety, are held and firmly bound unto

________________________________________________________________________
Weld County, Colorado
(Name of Owner)

________________________________________________________________________
P.O. Box 758, 1111 H Street, Greeley, Colorado 80632
(Address of Owner)

hereinafter called Owner, in the penal sum of

________________________________________________________________________ Dollars ($ ___________),
in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered a certain Contract with the Owner, dated the ____________ day of ________________, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: WCR17/54 IRRIGATION described in the Invitation for Bids, Bid No. B1900130.

NOW, THEREFORE, if the Contractor shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.
PROJECT: WCR17/54 IRRIGATION

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original,

this __________________________ day of __________________________, 2019.

________________________________________ Contractor

________________________________________ (Contractor) Secretary

(SEAL)

________________________________________ (Witness as to Contractor) (Address)

________________________________________ (Address)

ATTEST:

________________________________________ (Surety) Secretary

(SEAL)

________________________________________ By________________________ Attorney-in-Fact

Witness as to Surety (Address)

________________________________________ (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
NOTICE TO PROCEED

PROJECT: WCR17/54 IRRIGATION

To: _____________________________     Date: ___________________

_______________________________

_______________________________

Name of Project:

PROJECT: WCR17/54 IRRIGATION described in the Invitation for Bids, Bid No. B1900130.

You are hereby notified to commence Work in accordance with the Agreement dated _______________.

The date of completion of all Work is therefore ________________.

By

Michael Bedell, P.E., Senior Engineer
Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

(Contractor)

Dated this _____ day of ______________, 2019.

By________________________________________

Title_______________________________________
CHANGE ORDER NO. 1 (EXAMPLE)

PROJECT: WCR17/54 IRRIGATION

Date: ________________

PROJECT: WCR17/54 IRRIGATION described in the Invitation for Bids, Bid No. B1900130.

Owner: ________________ Weld County, Colorado

Contractor: ____________________________

The following change is hereby made to the Contract Documents:

CHANGE TO CONTRACT PRICE:

Original Contract Price: $______________

Current Contract Price adjusted by previous Change Order: $______________

The Contract Price due to this Change Order will be increased by: $______________

The New Contract Price, including this Change Order, will be: $______________

CHANGE TO CONTRACT TIME:

The Contract Time will be increased by __________ calendar days.

The date for completion of all Work will be ________________.

RECOMMENDED:

Owner Representative: ____________________________ Date:____________________

Michael Bedell, P.E. (Senior Engineer)
APPROVALS:

CONTRACTOR:

Name: ________________________________  Date: ___________________

Title: ________________________________

WELD COUNTY:

ATTEST: BOARD OF COUNTY COMMISSIONERS
Weld County Clerk to the Board WELD COUNTY, COLORADO

BY: ____________________________________________
    Deputy Clerk to the Board

Barbara Kirrmeyer, Chair

APPROVED AS TO FUNDING:  APPROVED AS TO SUBSTANCE:

Controller  Elected Official or Department Head

APPROVED AS TO FORM:

______________________________
County Attorney
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: WCR17/54 IRRIGATION

Contractor:

Contract For: Construction as described in the Invitation for Bids No. B1900130. Contract Dated:

This Certificate of Substantial Completion applies to all Work under the Contract Documents except for the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of the County and the Contractor and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto (punch-list). This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the list shall be completed or corrected by the Contractor within 14 days of the above date of Substantial Completion.

To be effective, this form must be signed by the Owner, the Engineer, and the Contractor.

Owner: Date:

Engineer: Date:

Contractor: Date:
LIEN WAIVER (GENERAL CONTRACTOR)

PROJECT: WCR17/54 IRRIGATION

TO: Weld County Public Works
   Attn: Michael Bedell, P.E., Senior Engineer
       P.O. Box 758
       Greeley, Colorado 80632

Gentlemen:

For a valuable consideration paid by the Board of County Commissioners of Weld County, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby, releases unto Weld County and to its heirs, executors, administrators or assigns, all rights of the undersigned to claim a mechanic's lien for material heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structures or improvements described in the Contract Documents as:

PROJECT: WCR17/54 IRRIGATION described in the Invitation for Bids, Bid No. B1900130.

Contractor: ________________________________

In executing this release, we certify that all claims for labor, or materials, or both, furnished or performed on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangement for payment has been made.

We agree to defend Weld County from any claims on the part of our material suppliers, laborers, employees, servants and agents or subcontractors arising from our Work on the Project, and we further agree to reimburse the Board of County Commissioners of Weld County for any costs, including reasonable attorney fees, which they may incur because of such claims.

__________________________________________
Contractor

By: _______________________________________
Title: _______________________________________
Date: _______________________________________

STATE OF _________________________________

) ss.                                           

COUNTY OF _________________________________

The foregoing instrument was acknowledged before me this _______ day of ____________________, 2019,
by __________________________________________

My commission expires:

Notary Public _______________________________
FINAL LIEN WAIVER (SUBCONTRACTORS)

PROJECT: WCR17/54 IRRIGATION

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) ________________________________
to furnish labor and materials for (B) ________________________________ work, under a contract (C) _______

______________________________________________________________ for the improvement of the premises described
as (D) ____________________________________________ County of Weld, State of ______________________ of
which ________________________________________________ is the Owner.

NOW, THEREFORE, this __________ day of ____________________________, 2019,

for and in consideration of the sum of (E) ________________________________ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

(F) ___________________________________(SEAL)

(Name of sole ownership, corporation or partnership)

(Affix Corporate seal here)

________________________________(SEAL)

(Signature of Authorized Representative)

Title: ___________________________________

INSTRUCTIONS FOR FINAL WAIVER

(A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.

(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.

(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.

(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.

(E) Amount shown should be the amount received and equal to total amount of contract as adjusted.

(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.
NOTICE OF FINAL ACCEPTANCE

PROJECT: WCR17/54 IRRIGATION

CONTRACTOR:

_________________________________________________________ Date:_____________________

_________________________________________________________

_________________________________________________________

PROJECT: WCR17/54 IRRIGATION described in the Bid No. B1900130.

This is to inform you that the above referenced job, has been satisfactorily completed in accordance with the Contract Documents and is hereby accepted. Final payment will be made on or about ______________________________.

Final acceptance does not relieve the Contractor of the minimum one-year guarantee on all work and materials incorporated into this Project. Such guarantee shall begin on the date of this acceptance.

By: ____________________________
    Michael Bedell, P.E., Senior Engineer
    Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

Dated this ______ day of ________________, 2019.

By_____________________________________

(Contractor)

Title____________________________________
The Colorado Department of Transportation 2017 Standard Specifications for Road and Bridge Construction controls construction of this project. The latest revisions to issued Standard Special Provisions (SSP) that modify the Standard Specifications, the CDOT Field Materials Manual and the CDOT Construction Manual are hereby incorporated by reference. The following Project Special Provisions (PSP) supplement and/or modify the Standard Specifications and take precedence over the Standard Specifications and Plans.

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NOTICE TO BIDDERS

The proposal guaranty shall be a certified check, cashier’s check, or bid bond in the amount of 5 percent (5%) of the Contractor’s total bid.

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details. Information regarding the project may be obtained from the following authorized representatives.

Michael Bedell, P.E. Senior Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-304-6496, ext. 3706
Cell Phone: 970-301-0780

Don Dunker, P.E. County Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-304-6496, ext. 3749
Cell Phone: 970-397-6288

The above referenced individuals are the only representatives with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

END OF SECTION
COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as required in the “Notice to Proceed” letter and will complete all work within 100 Calendar Days unless the period for completion is extended otherwise by the County. Notice to Proceed shall be issued on a date 2 weeks after the Board of County Commissioners has approved the contract award (Notice of Award). The following traffic control conditions shall apply during the construction.

- Closure of one leg of the intersection will be allowed, with the condition that the remaining three legs are open, and the leg which is closed can only remain so for a consecutive period of 72 hours or less.
- Lane closures shall be allowed during working hours only.

The Contractor’s progress schedule may be a Bar Chart Schedule, shall be updated monthly, and shall be provided to the County for review. Failure to submit a reasonable and current schedule as required may result in the County withholding payment to the Contractor.

Salient features to be shown on the Contractor's progress schedule are:

(1) Mobilization
(2) Traffic Control
(3) Erosion Control
(4) Construction Surveying
(5) Clearing and Grubbing
(6) Installation of Irrigation Items

END OF SECTION
REVISION OF SECTION 101
DEFINITION OF TERMS

Technical Specifications related to construction materials and methods for the work required under this contract shall consist of the “Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction” dated 2017.

Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

Subsection 101.10: “CDOT Resident Engineer” shall mean an employee designated as such by the Weld County Public Works Department.

Subsection 101.28: “Department” shall mean the Weld County Public Works Department.

Subsection 101.29: “Chief Engineer” shall mean the Weld County Public Works Director or designated representative.

Subsection 101.36: Holidays recognized by Weld County are:
   - New Year’s Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Veterans Day
   - Thanksgiving
   - Christmas

Subsection 101.37: “Inspector” shall mean an employee designated as such by the Weld County Public Works Department.

Subsection 101.51: “Project Engineer” shall mean an employee designated as such by the Weld County Public Works Department.

Subsection 101.58: “Region Transportation Director” shall mean Weld County Public Works Director or designated representative.

Subsection 101.65: Roadway Prism shall be defined as toe of slope to toe of slope.

Subsection 101.76: “State” shall mean Weld County.

END OF SECTION
REVISION OF SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.02 shall be revised as follows:

In the first paragraph, delete “The Department will publish bidding opportunities to prospective bidders on the CDOT Business Center website.” and replace with “The Department will publish bidding opportunities to prospective bidders on the Weld County Purchasing website located under Current Request for Bids”.

Delete the second paragraph and replace with the following:

**Bid Delivery to Weld County – 2 methods:**

1. **Email.** Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631.

**Subsection 102.05 shall include the following:**

After the bids have been opened, the low responsible bidder may obtain electronic (pdf) sets of plans and special provisions at no cost from Weld County. Subcontractors and suppliers may obtain plans from the successful bidder.

END OF SECTION
REVISION OF SECTION 104  
SCOPE OF WORK

Section 104 of the Standard Specifications is hereby revised for this project as follows:

Delete Subsection 104.02(a) and replace as follows:

It is the County’s expectation to complete this project with no change orders resulting in additional cost unless such change orders are initiated by the County. Change orders for differing site conditions will be entertained by the County only in the event of extraordinary circumstances.

The Contractor shall not be entitled to a change order for Differing Site Conditions. By way of example, Differing Site Conditions included but are not limited to:

1. Encountering groundwater.
2. Discovery of minor amounts of debris (buried or unburied) within the ROW.
3. Existing asphalt thicknesses that are different than expected.
4. Lack of on-site appropriate strength materials.
5. Increased costs due to relocations of utilities and/or oil and gas facilities.
6. Discovery of unknown irrigation facilities or water wells.

During the progress of work, if extraordinary conditions are discovered, the party discovering such conditions shall promptly notify the other party in writing of the specific conditions before the site is disturbed and the affected work is performed. The Contractor shall bear the burden of proving that a Differing Site Condition is an extraordinary circumstance, and they could not reasonably work around the condition to avoid additional costs. Each request for a change order relating to a differing site condition shall be accompanied by a statement signed by a qualified employee setting forth all relevant assumptions made by the Contractor with respect to the condition of the Site, justifying the basis for such assumptions, explaining exactly how the existing conditions are eligible for a change order under the terms of the Contract, and stating the efforts taken by the Contractor to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs.

Upon written notifications, the Engineer will investigate the conditions, and determine if an extraordinary condition exists that will cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits will be made and the Contract modified in writing accordingly. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Subsection 104.02(c) shall be revised as follows:

(1) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction,

And

(2) When a major item of work is increased more than 150 percent or decreased below 25 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion more than 150 percent of original contract item quantity, or in case of a decrease below 25 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value more than 10 percent of the original contract amount.
Subsection 104.05 the provisions regarding rights in and use of Materials found on the Work are replaced with the following:

The Contractor shall not excavate or remove any Material from within the roadway, which is not within the grading limits, as indicated by the slope and grade lines, without authorization from the Inspector.

Subsection 104.06 shall be revised to include the following:

Any excess soil materials generated from excavation shall become the property of the Contractor and shall be hauled from the jobsite. Backfill areas shall be graded such that the final grades are like the final grades as described in the Contract Drawings, unless otherwise directed by the Engineer. The Contractor shall be responsible for removing all construction debris and trash from the jobsite on a regular basis. Any construction debris and trash which may be washed away shall be located, removed, and disposed of away from the site. Any petroleum products accidentally spilled or leaked shall be cleaned up and disposed of immediately. The Contractor shall be held liable for any damages resulting from the spillage or leakage of any hazardous materials.

Subsection 104.07 paragraph 4, starting with “Net cost savings…” shall be revised as follows:

Net cost savings on VECP shall be split equally between the Contractor and Weld County. VECP shall be submitted prior to the start of construction activities relating to the VECP.

Subsection 104.07(d)(2) shall be deleted and replaced as follows:

2. For VECP, the incentive payment shall be calculated as follows:

   \[(\text{gross cost of deleted work}) - (\text{gross cost of added work}) = (\text{gross savings})\]

   \[(\text{gross savings}) - (\text{Contractor’s engineering costs}) - (\text{Weld County’s cost}) = (\text{savings})\]

   \[\text{Contractor’s total incentive} = (\text{net savings})/2\]

Lost opportunity shall not be considered part of the calculations. The Contractor’s engineering costs will be reimbursable only for outside consultant costs that are verified by certified billings. Weld County engineering costs shall be actual consultant costs billed to Weld County and extraordinary in-house personnel labor costs. These labor costs will be calculated at the fixed amount of $100.00 per hour per employee. Project personnel assigned to the field office or who work on the project on a regular basis shall not be included in Weld County portion of the costs.

END OF SECTION
REVISION OF SECTION 105
CONTROL OF WORK

Section 105 of the Standard Specifications is hereby revised for the project as follows:

Subsection 105.01 the provisions regarding Authority of the Engineer shall include the following:

Weld County has the authority by written order to suspend the Work wholly or in part for the reasons delineated in the Contract Documents.

Subsection 105.02 the provisions regarding Plans, Shop Drawings, Working Drawings, other Submittals and Construction Drawings shall include the following:

Provisions regarding plans, shop drawings, working drawings and construction documents are set forth in the Contract Documents.

Subsection 105.02(f), paragraph 3 shall be revised to include the following: The contractor shall provide “As-Constructed” drawings prior to Final Acceptance or release of any retainage. The As-Constructed drawings shall be completed in accordance with 121.2.3 of the CDOT construction manual and CDOT procedural directive 508.1 – professional engineer’s stamp.

Subsection 105.09 shall be revised as follows: Delete subsections 105.09 and replace with the following:

These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all.

In the event of a discrepancy, the order of precedence is as follows:

(a) Contract Documents including Exhibits, Addenda, and Appendices
(b) Special Provisions
   i. Weld County Project Special Provisions
   ii. CDOT Standard Special Provisions
(c) CDOT Standard Specifications
(d) Plans
   i. Detailed Plans
   ii. Standard Plans
   iii. Calculated dimensions will govern over scaled dimensions

Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within the Contract Documents, the County shall have the right to determine, in its sole discretion, which requirement(s) apply.

The Contractor shall not take advantage of any apparent error or omission in the Contract. Should it appear that the work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, the Contractor shall immediately notify the Project Manager in writing for further written explanations as may be necessary and shall conform to the explanation provided. The Contractor shall promptly notify the Project Manager of any error which they may discover in the Contract Documents and shall obtain specific instructions in writing regarding any such error before proceeding with the work affected thereby.

The fact that the Contract Documents omit or incorrectly describe any details of any work which is necessary to carry out the intent of the Contract Documents, that are customarily performed under similar circumstances, shall not relieve the Contractor from performing such omitted work or incorrectly described details of the work, and they
shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a change order except as specifically allowed.

**Subsection 105.22 shall be revised as follows:**

The Colorado Department of Transportation (CDOT) will not participate in the resolution process for any claims filed by the Contractor. Weld County will be the responsible party to such claims.

**Subsection 105.24 is amended as follows:**

Delete: The venue for all unresolved disputes with an aggregate value $15,000 or less shall be the County Court for the City and County of Denver.

Replace with: The venue for all unresolved disputes with an aggregate value $15,000 or less shall be the County Court for Weld County.

**Subsection 105.24(c) is amended as follows:**

Delete: Division of Audit, 4201 E. Arkansas Ave, Denver, CO 80222

Replace with: Weld County Board of Commissioners, 1150 O Street, Greeley, CO 80632

**Subsection 105.24(f) is amended as follows:**

In the third paragraph delete “the City and County of Denver”

Replace with: “Weld County”

**END OF SECTION**
REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Section 107 of the Standard Specifications is hereby revised for the project as follows:

**Subsection 107.06 shall be revised to include the following:**

The Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Rules and Regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA) and as amended).

All facilities and work conditions shall comply with the Colorado and Local Health Department Regulations and with OSHA requirements.

**Subsection 107.17 – Delete the third paragraph beginning with “Loss, injury, or damage to the work…” and replace with the following:**

Loss, injury, or damage to the work due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, including but not restricted to acts of God, such as flood, earthquake, tornado, or other cataclysmic phenomenon or nature shall be restored by the Contractor at no cost to the County.

**Subsection 107.19 shall be revised to include the following:**

The Contractor shall be required to obtain permission to conduct any work, store materials or stockpiles, or park any construction equipment or vehicles on private property. The Contractor shall conduct their work within the right-of-way and easement boundaries shown on the Contract Drawings. If working in the County right-of-way, the Contractor shall obtain a right-of-way permit from the Public Works Right-of-Way Permitting Technician, 970-304-6496.

END OF SECTION
REVISION OF SECTION 108  
PROSECUTION AND PROGRESS

Subsection 108.03(b) shall include the following after the first paragraph:

A mandatory Pre-Construction Meeting will be held at the Weld County Public Works Department after Notice of Award and prior to Notice to Proceed. At this meeting will be the Contractor, Contractor’s Superintendent, major subcontractors, major suppliers, County staff, and utility companies.

During construction mandatory Weekly Progress Meetings will be held on the jobsite. It is anticipated that most of the same people which attended the Pre-Construction Meeting will also attend the weekly site meetings. The Contractor shall prepare a “two-week look ahead” schedule for review and discussion at the weekly site meetings.

Delete the second paragraph starting with “The Contractor shall not carry on construction…” in subsection 108.08 and replace with the following:

The Contractor shall not carry on construction operations on Saturdays, Sundays, or holidays unless previously arranged and approved by the Engineer and Inspector Supervisor. The Contractor shall not perform construction operations on any three or four-day holiday weekend without prior written approval. Requests for weekend construction operations shall be presented in writing to the Engineer and Inspector Supervisor no later than Wednesday at 5 p.m. prior to the weekend in which the work will be performed. Written requests received after the deadline will be reviewed on a case by case basis. The Engineer and Inspector Supervisor are not required to provide written approval for weekend County Inspection construction operations requests.

In the event, the weekend construction operations involve County Inspection work (operations requiring a construction inspector), the Contractor shall provide a credit on the next pay application to the County. The amount credited shall be $200.00 for the first 4 hours and $50.00 per hour per day thereafter for each Inspector required to perform inspections on the County Inspection work.

Construction operations shall stop at 5 p.m. the day before the start of the holiday weekend. Construction operations may resume after the holiday weekend has passed. The Contractor shall only make emergency repairs and provide proper protection of the work and the traveling public on the holiday weekend days.

Delete subsection 108.08(a)(2), and replace with the following:

1. Calendar Day Contract. When the work is on a calendar day basis, one whole day of contract time will be assessed for each calendar day from the date that Contract time starts (Notice to Proceed). As stated in subsection 108.08, no County Inspection construction operations shall occur on Saturdays, Sundays, and holidays unless prior approval has been granted. No “Weather Days” or less than full time charged days will be granted in this contract, unless otherwise approved by the Engineer.

END OF SECTION
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

Section 109 of the Standard Specifications is hereby revised for the project as follows:

In subsection 109.01 add the following paragraph after the 17th paragraph:

All materials delivered to the project site that have been weighed by a certified scale, will be issued tickets by the source certified weigh master. These tickets will be collected and compiled by a representative of the Contractor at the project placement site. Tickets will be made available for inspection during placement to the Engineer or Inspector always. The Contractor will submit, in an envelope, within 48 hours of material placement, the following:

-Truck Tare List.
-Original Scale Tickets.
-Weld County Materials Quantity Reconciliation Sheet, signed by Contractor.

Ticket package will be submitted to the Inspector or Engineer within 48 hours of placement. For material quantity submittals beyond 48 hours, a price reduction on the material in question will occur as follows:

<table>
<thead>
<tr>
<th>Time Range</th>
<th>Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 24 hours</td>
<td>2%</td>
</tr>
<tr>
<td>25 - 48 hours</td>
<td>5%</td>
</tr>
<tr>
<td>48 hours to 72 hours</td>
<td>25%</td>
</tr>
<tr>
<td>Greater than 72 hours</td>
<td>100%</td>
</tr>
</tbody>
</table>

In Subsection 109.01 after the last paragraph add the following:

The following work will not be measured and paid for separately but shall be included in applicable unit prices for which the work is required. The list below is not all-inclusive and there may be other items which are considered incidental to the project:

1. Earthwork requiring more than one handling
2. New materials (if required) for resetting fences
3. Fine grading
4. Staging areas
5. Additional temporary construction easements if desired by the Contractor
6. Coordination with utility companies
7. All water

Subsection 109.06(a) – Delete the second sentence beginning with “The amount retained…..”, and replace with the following:

The amount retained will be 5% of the value of the completed work, to a maximum of 5% of the original contract amount. No retainage shall be released prior to Final Acceptance, unless otherwise approved by the Project Engineer.

END OF SECTION
Section 201.02 shall be revised as follows:

This work includes removal and disposal of miscellaneous surface debris including; small trees (less than 6” in diameter), tree stumps, bushes, roots, sod, refuse, items identified in the contract plans, and any other vegetation or organics encountered during construction activities that interferes with the work.

The work includes removal of all trash, glass, cans, barrels, construction debris, and any other non-organic materials that interferes with the work.

Any dump fees or other fees associated with the work are considered subsidiary to the bid item.

END OF SECTION
REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202.02 shall be revised as follows:

This work includes saw-cutting, removal, and disposal of existing asphalt mat as shown on the plans or at locations directed by the Engineer.

The existing asphalt mat varies in thickness. Existing thickness varies from 12” to 16” reported in the project Geotechnical Report. Contractor shall remove asphalt mat in a manner which minimizes contamination of the removed asphalt with the underlying material. The removed asphalt mat shall become the property of the Contractor and shall be disposed of outside the project site.

Section 202.11 shall be revised as follows:

The removal of the existing asphalt mat will be measured by the square yard of mat removed to the required depth and accepted.

END OF SECTION
Specifications Section 206 shall include the following:

Pipe excavation and bedding material required for all pipes, pipe end sections, and cast-in-place concrete cutoff walls will not be paid separately and shall be included in the work. Compaction, water, pumping, draining, de-watering, forming, bracing and all other work necessary to complete the above items will not be measured and paid separately, but shall be included in the work.

Subsection 206.08 shall include the following:

Pipes located in traffic areas shall be excavated and backfilled within the same working day or covered with traffic rated steel plates during non-working hours.

Subsection 206.09 shall include the following:

Excavations shall not be left open for extended periods of time. Excavations left overnight in non-traffic areas for any reason shall be surrounded by orange plastic construction safety fence. Safety fence used for such purpose will not be measured for payment and shall be included in the work.

Flow-fill mix design shall be submitted to the County for approval prior to any material being delivered to the jobsite. Flow-fill shall be “County Mix” with a compressive strength of at least 1,000 psi. Flow-fill pay quantities will be determined from load tickets and paid for utilizing the flow-fill bid item.

END OF SECTION
REVISION OF SECTION 620
FIELD FACILITIES

Subsection 620.02 shall include the following:

The requirements for a remote communication office trailer should deliver quality communications at any location. As construction sites are often isolated and remote, this poses problems. The basic requirement of fast and reliable internet connection in a construction trailer are throughput and reliability. Services required include SSL VPN, VOIP, and other internet services. Hard wired internet connections are preferred, however cellular, radio, or satellite is acceptable if speed and signal strength requirements are met. If reliable data services are not available, data signal boosters may be required to meet the bandwidth and throughput requirements. Wireless hotspot configurations must include WPA2 and AES encryption for SSID authentication.

Cellular 4G grants greater than 5Mbps download speeds that will allow for 2 – 4 computer endpoints. Cellular boosters strengthen signals and should allow for more throughput and increased speeds. With a booster, 3G could increase up to 1.4 Mbps allowing greater usability and an additional endpoint. Additional endpoints may be connected to either scenario, however overall performance may degrade. Cable broadband and DSL are always preferred and will grant an increased number of endpoints, however in many locations this may simply not be a viable alternative. A fully inclusive list of connection alternatives includes Cable, DSL, Point to Point wireless, 4G, 3G, satellite and dialup.

Weld County will only supply the empty field office trailer. The Contractor shall transport and furnish all other related items in Section 620 and M-620-2, including but not limited to, furniture, printers, telephone service and power. Weld County field office trailer is located at 1111 H Street. Field office trailer shall be moved from 1111 H Street in Greeley by the contractor and brought back to 1111 H Street after the project is completed. Contractor is responsible to return the field office trailer in same or better condition.

The Contractor shall be responsible for locating the County provided trailer in a location that is acceptable to Weld County. The Contractor shall obtain the necessary permits for the trailer.

Field office shall be set up at the start of construction. Start of construction shall be anything other than mobilization and surveying. Set up locations shall be within ½ mile of the construction site. Field office shall stay on site and operational until final acceptance is given by the county.

If the field office is not set up, 5% of the lump sum amount of this bid item per day will be deducted from the lump sum amount until the field office becomes fully functional. Should enough time elapse and the field office is not set up and all the lump sum has been deducted, 5% each day will be deducted from the mobilization line item until the field office is set fully functional.

Subsection 620.07 shall include the following:

Electricity: If commercial power is available, the service shall be a minimum of 3,000-watt, 115-125 AC facility for each field office and field laboratory. If commercial power is not available, independent generators shall be provided. Generators shall be a minimum of 25kW.

Parking: The Contractor shall provide an all-weather parking area with one parking space per County employee assigned to the project plus 6 visitor parking spaces.

Janitorial: The Contractor shall provide weekly janitorial services.

Access: The Contractor shall provide maintenance of the exterior of the office trailer included but not limited to access to parking and snow removal.
Office Supplies: One office type color laser printer/copier/scanner (a multi-purpose desktop printer will not suffice) with an 11” x 17” tray or approved equal including paper, toner, parts, service and repairs. This device shall be capable of networking with all trailer offices. The device scanner shall be capable of scanning documents up to 11” x 17” and transmitting the scanned file to multiple email addresses.

Each office shall be provided with a minimum of 2 five-gallon trash cans. The common area shall be provided with a minimum 35-gallon trash can.

END OF SECTION
Section 625.04 shall be revised as follows:

Contractor's surveyor must establish survey control points prior to beginning of construction and provide a map and list of these control points along with locations and elevations. The Contractor must protect those points, and immediately re-establish any that are damaged or removed during the progress of the project.

Prior to beginning construction, the Contractor's surveyor must stake out all Right-Of-Way corners and Temporary Construction Easements adjacent to or affected by the construction and shown on the approved ROW plans with temporary (for the duration of the project) points using re-bar, lath, or hubs and marked with flagging so they are easily visible. Those indicating the limits of construction within which the Contractor can work must be maintained throughout the project. The Contractor must protect those points, and immediately re-establish any that are damaged or removed during the progress of the project.

END OF SECTION
REVISION OF SECTION 626
MOBILIZATION

Section 626.01 shall be revised as follows:

The Contractor shall take responsibility to find adequate staging area(s) for the project. Any agreements made for staging on private property shall be made in writing and copies of the written agreements shall be provided to the County prior to Construction. All staging areas shall be to original conditions after construction. The Contractor shall provide erosions and sediment control for all staging areas.

The Contractor shall inform the property owners and the tenants at the properties prior to construction. The Contractor shall limit construction activities to those areas within the limits of disturbance as shown on the plans to the maximum extent practical. All costs whatsoever the nature required for staging and additional temporary construction easements including temporary fencing and erosion and sediment control shall be considered incidental to the project.

Any disturbance beyond the limits presented on the drawings shall be restored to the original condition at Contractor’s expense. Construction activities, in addition to normal construction procedures, shall include parking of vehicles or equipment, consolidation of construction debris or materials, and disposing of litter and any other action which alters existing conditions. All disturbances outside the Project Limits shall be pre-approved by the County and secured by the Contractor, at Contractor’s expense

END OF SECTION
FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the estimate for force account items included in the Contract. The estimated amounts will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

<table>
<thead>
<tr>
<th>Force Account Item</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F/A Minor Contract Revisions</td>
<td>1 F/A</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>F/A Subsurface Utility Engineering (S.U.E.)</td>
<td>1 F/A</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>1 F/A</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

F/A Minor Contract Revisions – This work consists of minor items authorized and approved by the Engineer, which is not included in the Contract drawings or specifications and is necessary to accomplish the scope of work in this Contract.

F/A Subsurface Utility Engineering (S.U.E.) – This work consists of procuring the services of a qualified Professional Engineer licensed in the State of Colorado, for the purpose of conducting a subsurface utility investigation of the project area. The purpose is to determine specific existing utility locations and types, as outlined in ASCE 38, meeting Quality Level A (test holes - elevations) and B (horizontal) requirements. The main goal of this work is to focus on areas at which the construction of new buried irrigation and drainage facilities may conflict with existing buried utilities, as well as to provide information to prevent damages to existing utilities and to minimize safety issues associated with working adjacent to buried utilities. And shall include the construction limits. This work will also consist of the Contractor supplying a qualified Utility Inspector that will have the task of inspecting and coordinating all the utilities construction required for this Project. All crossing locations for relocated utilities and new irrigation pipelines shall have As-Constructed Drawings prepared and submitted to the County.

F/A Erosion Control – This work consists of minor items, specifically those associated with erosion control, authorized and approved by the Engineer, which is not included in the Contract drawings or specifications and is necessary to accomplish the scope of work in this contract.

END OF SECTION
TRAFFIC CONTROL PLAN - GENERAL

The key elements of the Contractor’s method of handling traffic (MHT) are outlined in subsection 630.08.

The components of the Traffic Control Plan for this project are included in the following:

1. Subsection 104.04 and Section 630 of the specifications.

The Contractor shall coordinate and cooperate fully with the Department, utility owners, and other contractors, to assure adequate and proper traffic control is always provided. Traffic Control Plans shall be submitted to the Department a minimum of two weeks prior to the date which implementation is planned.

The Contractor shall coordinate and cooperate fully with any others providing traffic control for other operations to assure that work or traffic control devices do not interfere with the free flow of traffic except as allowed by the Traffic Control Plan.

Excavations or holes shall be filled in or fenced at the Engineers direction when unattended. During non-construction periods (nights, weekends, holidays, etc.), all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic, as detailed in the Contractor’s MHT.

The Contractor is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic. The Contractor shall not have construction equipment nor materials in the lanes open to traffic nor parked or stored within the clear zone adjacent to active lanes of travel at any time. Materials or equipment stored within the right-of-way outside of the clear zone shall be as designated by the Contractor and approved by the Engineer. The Contractor’s and employee’s vehicles shall be parked in a safe place away from active traffic and shall not directly access roadways except at designated locations. If required, the Contractor shall provide suitable transportation to and from work sites for personnel.

The Contractor shall submit an MHT, all appropriate Traffic Control Supervisor and Flagger certifications to the Engineer prior to approval of the setting any traffic control device.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless otherwise approved by the Engineer.

All personnel vehicle parking is prohibited where it conflicts with safety, access or flow of traffic.

All construction traffic control devices including signs installed as part of this project shall be installed, as stated in the Traffic Plans and CDOT’s M & S Standards. Construction signing shall be removed unless work is in progress or devices have been left on the job site. This work shall be included in the price of the traffic control devices. All portable signs shall be removed at the end of each working day and shall not block or impede other existing traffic control devices, or sidewalks for pedestrians, disabled persons or bicycles.

The Contractor shall equip its construction vehicles with flashing amber lights. Flashing lights on vehicles shall be visible from all directions.
The Contractor shall be required to perform snow removal on both the jobsite area as well as any adjacent roads which have been closed to through traffic by an approved Traffic Control Plan. The Contractor shall also provide a means for County snow plows to either turn-around or drive through the closed roads if necessary, to facilitate our County-wide snow plowing operations. Pipes located in traffic areas shall be excavated and backfilled within the same working day or covered with traffic rated steel plates during non-working hours.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

END OF SECTION
# UTILITIES COORDINATION

The following table includes contacts that can assist in locating and coordinating with known utilities.

<table>
<thead>
<tr>
<th>UTILITY OWNER / ADDRESS</th>
<th>CONTACT / EMAIL</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Thompson Water District – Potable Water&lt;br&gt;835 E. Highway 56&lt;br&gt;Berthoud, CO 80513</td>
<td>Brad Eaton&lt;br&gt;<a href="mailto:beaton@ltwd.com">beaton@ltwd.com</a></td>
<td>970-532-2096</td>
</tr>
<tr>
<td>Century Link – Phone and Fiber&lt;br&gt;3702 Automation Way&lt;br&gt;Fort Collins, CO 80525</td>
<td>Robert Rulli&lt;br&gt;<a href="mailto:Robert.rulli@centurylink.com">Robert.rulli@centurylink.com</a></td>
<td>970-490-7503</td>
</tr>
<tr>
<td>Poudre Valley REA – Electric Power&lt;br&gt;P.O. Box 272550&lt;br&gt;Fort Collins, CO 80527</td>
<td>Ryan Powell&lt;br&gt;<a href="mailto:rpowell@pvrea.coop">rpowell@pvrea.coop</a></td>
<td>970-282-6432</td>
</tr>
<tr>
<td>Xcel Energy – Gas Distribution&lt;br&gt;1901 E. Horsetooth Road&lt;br&gt;Fort Collins, CO 80525</td>
<td>Al Ermer&lt;br&gt;<a href="mailto:Al.ermer@xcelenergy.com">Al.ermer@xcelenergy.com</a></td>
<td>970-225-7869</td>
</tr>
<tr>
<td>Xcel Energy – Gas Transmission&lt;br&gt;1123 W. 3rd Avenue&lt;br&gt;Denver, CO 80223</td>
<td>Greg Orticelle&lt;br&gt;<a href="mailto:Gregory.orticelle@xcelenergy.com">Gregory.orticelle@xcelenergy.com</a></td>
<td>303-571-3792</td>
</tr>
<tr>
<td>DCP Midstream – Gas/Oil&lt;br&gt;1324 North 7th Avenue&lt;br&gt;Greeley, CO 80631</td>
<td>Randy Reinick&lt;br&gt;<a href="mailto:reinick@dcpmidstream.com">reinick@dcpmidstream.com</a></td>
<td>970-539-1701</td>
</tr>
</tbody>
</table>

The Contractor shall coordinate with the Project Engineer and any appropriate utility company to facilitate the installation, placement and relocation of all utilities impacted on this project.

The work described in these plans and specifications requires full cooperation between the Contractor and the utility owners in accordance with Subsection 105.11 in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned.

The Contractor shall coordinate the work with the owners of the utilities impacted by the work. Coordination with utility owners includes, but is not limited to, staking construction features, providing and periodically updating an accurate construction schedule which includes all utility work elements, providing written notification of upcoming required utility work elements as the construction schedule indicates, allowing the expected number of working days for utilities to complete necessary relocation work, conducting necessary utility coordination meetings, and all other necessary accommodations as directed by the Project Engineer.

Prior to excavating or performing any earthwork operations, the Contractor shall positively locate all potential conflicts with existing underground utilities and proposed construction, as determined by the Contractor according to proposed methods and schedule of construction.

The Contractor shall provide traffic control for any utility work expected to be coordinated with construction, as directed by the Project Engineer. All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.
IRRIGATION FACILITIES COORDINATION

The work described in these plans and specifications requires coordination between the Contractor and the adjacent landowners in conducting their respective operations as necessary to complete the irrigation facilities work with minimum delay to the project. Work impacting the irrigation facilities shall not occur during irrigating season.

The locations of irrigation facilities shown on the plans and described herein were obtained from the best available information but are not to be considered complete as to location or identification of all irrigation structures that could be encountered.

Materials for irrigation facilities shall be the types called out on the Plans, or an approved equal. Prior to materials delivery the Contractor shall submit manufacture’s data to the County for review and approval. Existing valves, pipelines, and other associated irrigation materials shall be given to the affected landowner. If the landowner does not want these materials, the Contractor shall be responsible for removal from the jobsite and the materials will become the property of the Contractor.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work. No monetary compensation will be made to the Contractor for delays or any other issues related to irrigation facilities conflicts.

The design elevations associated with the concrete irrigation structures are critical towards ensuring the irrigation system will function correctly. Therefore, after form work has been completed the Contractor shall provide a minimum 48-hour time period during which the Construction Surveyor and the County Engineer can confirm these design elevations are being constructed accurately. Placement of the concrete shall not be allowed until after this elevation check has been completed and the County Engineer has given approval to proceed.

After the Contractor has been given Substantial Completion by the County, the Contract shall have 14 days during which to complete and submit a set of As-Constructed Drawings for review. The drawings shall include a full representation, including surveyed elevations, of all the irrigation facilities constructed. The County will not grant Final Acceptance of the work or release any retainage until this task has been satisfactorily completed.

END OF SECTION