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

DATE:  MARCH 1, 2019
BID NUMBER:  B1900071
DESCRIPTION:  COUNTY ROAD 15 TOWER UPGRADE
MANDATORY PRE-BID CONFERENCE DATE:  MARCH 20, 2019
BID OPENING DATE:  APRIL 3, 2019

1. NOTICE TO BIDDERS:
The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing
Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

COUNTY ROAD 15 TOWER UPGRADE

A mandatory pre-bid conference will be held at 11:00 AM, on Wednesday, March 20th, 2019, at the Weld
County Public Works Building, located at 1111 H Street, Greeley, CO, 80631, to respond to written and
oral questions and to provide any needed additional instruction to Architectural, Engineering and General
Contracting firms on the submission of bids. Bidders must participate and record their presence at the pre-bid
conference to be allowed to submit bids.

Bids for the above stated merchandise, equipment, and/or services will be received at the Office of the Weld
County Purchasing Department in the Weld County Administration Building, 1150 “O” Street, Room #107,
Greeley, CO 80631, until 10:00 AM on Wednesday, April 3rd, 2019 (Weld County Purchasing Time Clock).

PAGES 1 – 11 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST
NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1 – 11 MAY
BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 11.

2. INVITATION TO BID:
Weld County requests bids for the purchase of the above-listed merchandise, equipment, and/or services.

Bids shall include any and 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 information concerning this request at two locations: On the Weld County Purchasing website
at http://www.co.weld.co.us/Departments/Purchasing/index.html located under “Current Requests”. And, on the
Bidnet Direct website at www.bidnetdirect.com. Weld County Government is a member of BidNet Direct. BidNet
Direct is an on-line notification system which is being utilized by multiple non-profit and 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. 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. Please call Purchasing at 970-400-4222 or 4223 with 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 the Weld County Controller/Purchasing Director, 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 of 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 the Weld County Controller/Purchasing Director; 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 Controller/Purchasing Director for the premature opening of a bid not properly addressed and identified.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, 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.

Qualification of Bidders: Qualification statements, attached with this document, are required to be completed by Bidders. If requested by Weld County, a Statement of Qualifications will be completed for the Subcontractors listed by the Contractor within 72 hours of the request. Failure to submit qualifications may be cause for rejection of Bids. The Owner shall consider the following criteria in evaluating the Bidder's qualifications following the opening of Bids:

Experience and performance records on similar work. Ability to complete the Work within the Contract Time.

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 every requirement of this paragraph.

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 Engineer for an interpretation thereof. Interpretations will be made only by Addenda, duly issued,
and copies of each Addendum will be mailed or delivered to each Contract Document holder of record. Unless approved by the Controller/Purchasing Director, 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 receiving 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 Controller/Purchasing Director may at her 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. The 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. The experience statement with pertinent information on similar Projects shall be furnished with the name of each Subcontractor proposed to perform work on the project. The use of Subcontractors listed by the Bidder and accepted by 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.

**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. The Certificate of Insurance shall name Weld County as additional insured. 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 the County may reject all Bids or call for other Bids. The County, within ten (10) days of receipt of acceptable Performance Bid, Labor & Materials Payment Bond, and signed Contract from the successful Bidder will issue the Notice to Proceed.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Proposal 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 RFP.
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 not later than the date of execution of the Contract.

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 account of 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 Conditions 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 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 the course of 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, affirm 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 County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of 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 the 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. Trade Secrets and other Confidential Information: Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the 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., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

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 with regard to 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 County may result in 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 County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **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.

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 acknowledgment by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by the 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 County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder 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. The successful bidder 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 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 County. 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 County’s final inspection and 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 County. Any attempts by the successful bidder 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 the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of 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 nonexclusive and 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. 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 actually 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 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 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.** The successful bidder understands and agrees that, if required by the Scope of Work, the work shall be in compliance with the Davis-Bacon Wage Rates.

V. **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.

W. **Compensation Amount.** Upon the successful bidder’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 the amount of the accepted bid. The successful bidder acknowledges no payment in excess of 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. 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 at all times 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 Controller/Purchasing Director 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 in excess of 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 coverages 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 sufficient 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 reason of its failure to obtain or maintain insurance in sufficient 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 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 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 successful bidder 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 successful bidder/Contract Professional shall obtain, and maintain at all times 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 of 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 the 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 appropriate sole proprietor waiver form.

**Minimum Limits:**

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<thead>
<tr>
<th>Coverage Type</th>
<th>Minimum Limit</th>
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<td>Coverage A (Workers’ Compensation)</td>
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<td>Coverage B (Employers Liability)</td>
<td>$ 500,000</td>
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**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  
$500,000 errors and omissions.  
$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 County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

For all 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.

Successful bidders/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 successful bidder/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County's Risk Administrator in his sole discretion.

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

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

Subcontractors: All subcontractors, subcontractors, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages 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 the County.

A provider of Professional Services (as defined in the Bid or RFP) shall provide the following coverage:

Professional Liability: Contract Professional shall maintain limits of $1,000,000 for each claim, and $2,000,000 aggregate limit for all claims covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under this Contract resulting from professional services provided by the successful bidder as part of the Contract.

Successful Bidders Pollution Liability:

Weld County requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the successful bidder described in the Successful bidder’s scope of services. Policy shall cover the successful bidder’s completed operations. Coverage shall apply to sudden and gradual pollution conditions.
resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the successful bidder warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: “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”.

**Minimum Limits:**

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<tr>
<td>Per Loss</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
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The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
COUNTY ROAD 15 TOWER UPGRADES

This project consists of upgrades to the mechanical and electrical systems at the County Road 15 Tower. The County Road 15 Tower is located at 40800 County Road 15, Fort Collins, CO.

Scope of work:

This project will consist of replacement and upgrade of electrical and mechanical systems. In addition to plans and specifications attached, work shall include:

1. Plans and specifications for the remodel are attached
2. Environmentally seal off any wall and roof penetrations.
3. Anticipated contract and start date is: April 23, 2019. Based on this date, provide your estimated completion date.
4. Construction is anticipated to be conducted at normal business hours
5. Access and staging will be discussed at pre-bid meeting.
6. Project will be permitted through Weld County. Fees for permits will be waived
7. Installation shall meet all applicable building and electrical codes
8. Davis-Bacon and Buy American requirements are NOT required
9. Bid bond is not required.
10. Bids over $50,000 will require a payment and performance bond
11. Contractor will be required to enter into a contract for this service

A mandatory pre-bid conference will be held on March 20, 2019 at 11:00 AM, at the Weld County Public Works Building located at 1111 H-Street, Greeley, CO.

Bids will be received up to, but not later than April 3, 2019 at 10:00 AM (WELD COUNTY PURCHASING TIME CLOCK).

TOTAL $________________

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

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for bid for Request No. #B1900071.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
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 of the documents of the Request for Bid contained herein (including, but not limited to, product specifications and scope of services), 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.
5. Weld County reserves the right to reject any and all 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.

FIRM ___________________________ BY ___________________________
(Please print)
BUSINESS ADDRESS ___________________________ DATE ______________
CITY, STATE, ZIP CODE ___________________________
TELEPHONE NO _______________ FAX _______________ TAX ID # __________
SIGNATURE ___________________________ E-MAIL ___________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. **DO NOT NEED TO SEND BACK PAGES 1 – 11.**

ATTEST: BOARD OF COUNTY COMMISSIONERS
Weld County Clerk to the Board WELD COUNTY, COLORADO
BY: ___________________________ Barbara Kirmeyer, Chair
Deputy Clerk to the Board

APPROVED AS TO SUBSTANCE:

Elected Official or Department Head

Controller/Purchasing Director