RFP #B1900063
Request for Proposals

DEWATERING DESIGN AND CONSTRUCTION SERVICES FOR WCR13/34

I. Purpose
Weld County is requesting proposals for dewatering designs and construction services required to assist the County during installation of a precast concrete box culvert at the WCR13/34 intersection. This road/bridge construction project is scheduled to take place during the summer of 2019. As part of the proposal, please include a cost/fee estimate for these proposed services.

II. General Project Description
The project is located approximately two miles east of the Town of Mead. At this location County road/bridge crews will be removing two existing bridges, constructing a precast concrete box culvert, and constructing roadway improvements. Attached to this RFP is a general location map and a plan/profile of the precast concrete box culvert design. During construction of the precast concrete box culvert and roadway improvements this area will be closed to traffic.

III. Scope of Services

Design Services:

The design services will consist of developing dewatering plans generally including a geotechnical investigation, utilities impact investigation, environmental impact investigation, and detailed design of a suitable dewatering system. The County envisions a well-point dewatering system tied into a header pipe and a pump running continuously, however other system types may be proposed. The dewatering system shall be capable of lowering the water table in the construction zone to at least two feet below the lowest excavation point, which corresponds to an elevation of 4858 on the concrete box culvert design plans. The dewatering system shall be installed and maintained by the vendor for the duration of the associated precast concrete box culvert construction. It is estimated this period of dewatering will be approximately 60 days. The design services shall include any permitting requirements from the State of Colorado.

At the preliminary design level, the vendor will provide plans for the proposed dewatering system. The vendor shall submit a preliminary design report to the County describing in detail their dewatering system for review/approval prior to proceeding to final design. After review, a project meeting will be conducted with County staff, to ensure any questions and concerns have been addressed prior to proceeding to final design. A site visit will also be conducted at this time with the vendor and County staff.

At the final design level, the vendor will be required to provide detailed design plans for all aspects of the dewatering system. These aspects include but are not necessarily limited to system layout, general notes, summary of quantities, and permitting requirements. The final plans shall be stamped and signed by a Professional Engineer registered in the State of Colorado. A project meeting will then be conducted with County staff, prior to proceeding to construction.
Construction Services:

The construction services will consist of implementation of the dewatering system, as well as operating and maintaining the system for an estimated period of 60 days. During this period the County will be performing excavation, installation of the concrete box culvert, and backfill activities. After construction of the concrete box culvert has been completed, the vendor shall remove the dewatering system. The vendor will be responsible for monitoring of the dewatering system as necessary to provide continuous operation.

Project Schedule (Anticipated)

- Pre-proposal Meeting (Mandatory)-------------March 5, 2019 (10:00 AM)
- Proposals Due at Purchasing------------------March 19, 2019 (10:00 AM)
- Estimated Contract Award ---------------------April 8, 2019
- Dewatering System Design ---------------------April and May 2019
- Dewatering System Construction/Operation ----June and July 2019

A (mandatory) pre-proposal meeting for vendors interested in submitting a proposal will be held on March 5, 2019 (10:00 AM) at the Weld County Public Works Conference Room, located at 1111 H Street, Greeley, Colorado.

IV. Instructions to Vendors

A. Submittal Requirements

Qualified vendors interested in performing the work described in this request for proposals should submit the following information to the County in any order they choose.

1. Qualifications of your firm and staff proposed to perform the work on this project.

2. A list of similar projects completed in the last five years.

3. Provide a scope of work for the proposed design and construction and list of associated work items required to complete the work.

4. References from at least three other projects with similar requirements that have involved the staff proposed to work on this project. As part of the reference check process, the County may choose to visit one or more of the listed projects and/or request a copy of the plans and documentation completed.

5. A statement of the vendor’s willingness to enter into the Weld County Standard Contract Agreement included as part of the RFP.

6. Limit the total length of your proposal to a maximum of 15 pages (excluding covers), and

7. Submit a total of five (5) copies of your proposal, and one electronic copy (PDF) on a disk.

Proposals 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: 10:00 a.m. Tuesday, March 19, 2019 (Weld County Purchasing Time Clock).

B. Contacts

Questions related to the submittal requirements and procedures should be directed to:
Michael Bedell, Senior Engineer, (970-4000-3706), mbedell@weldgov.com or
Don Dunker, County Engineer, (970-4000-3749), ddunker@weldgov.com
PART 2 – SELECTION PROCESS

V. Selection Criteria and Method

The Weld County Purchasing Professional Services Selection (Best Value) process describes the vendor selection criteria and method. This document is available for review in the Weld County Code, Revenue and Finance, Chapter 5, online at www.co.weld.co.us. [Weld County Code Section 5-4-150 C.] A selection committee shall include Weld County Public Works representatives.

Selection Criteria (Best Value)

Review and Assessment

Vendors will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

<table>
<thead>
<tr>
<th>WEIGHT FACTOR</th>
<th>QUALIFICATION</th>
<th>STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.0</td>
<td>Scope of Proposal</td>
<td>The proposal clearly shows an understanding of the project objectives, methodology to be used, and results that are desired by the Department.</td>
</tr>
<tr>
<td>5.0</td>
<td>Staff Qualifications</td>
<td>The proposal demonstrates the vendor staff are clearly qualified to perform the work.</td>
</tr>
<tr>
<td>4.0</td>
<td>Project Control</td>
<td>The vendor has described their methods of controlling their design and construction cost. The vendor has demonstrated an ability to ensure State regulations are followed.</td>
</tr>
<tr>
<td>4.0</td>
<td>Work Location/Familiarity</td>
<td>Project team’s work location relative to the project site location. Key team members have demonstrated familiarity with Weld County and the goals of the Department.</td>
</tr>
<tr>
<td>10.0</td>
<td>Cost and Work Hours</td>
<td>Is the cost, work hours, and tasks presented reasonable and consistent with the project goals?</td>
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PART 3 – PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WELD COUNTY & SELECTED COMPANY

**(SAMPLE)**

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 “Selected Company,” [an individual], [a limited liability partnership] [a limited liability company] [a corporation], who whose address is ________________, hereinafter referred to as “Contract Professional”.

WHEREAS, County desires to retain Contract Professional as an independent Contract Professional to perform services as more particularly set forth below; and

WHEREAS, Contract Professional has the ability, qualifications, and time available to timely perform the services, and is willing to perform the services according to the terms of this Agreement.

WHEREAS, Contract Professional is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the 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 Contract Professional acknowledge and agree that this Agreement, including specifically Exhibits A and B, define the performance obligations of Contract Professional and Contract Professional’s willingness and ability to meet those requirements.

Exhibit A consists of County’s Request for Proposal (RFP) as set forth in B1900063. The RFP contains all the specific requirements of County.

Exhibit B consists of Contract Professional’s Response to County’s Request for Proposal. The Response confirms Contract Professional’s obligations under this Agreement.

2. Service or Work. Contract Professional 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. Contract Professional shall coordinate with Weld County to perform the services described on attached Exhibits A and B. Contract Professional shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent Contract Professionals performing services of a similar nature to those
described in this Agreement. Contract Professional 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.

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 Contract Professional’s completion of the responsibilities described in Exhibit A. 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 Contract Professional 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 Contract Professional the right to provide services under this Agreement beyond the time when such services become unsatisfactory to the County.

   If this Agreement is terminated by County, Contract Professional 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 services which Contract Professional 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 which Contract Professional is using, by whatever method it deems expedient; and, Contract Professional 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, Contract Professional shall have no claim of any kind whatsoever against the County by reason of such termination or by reason of 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 Contract Professional shall be the basis for additional compensation unless and until Contract Professional 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, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. If written authorization and acknowledgment by the County for such additional services is not timely executed and issued in strict accordance with this Agreement, Contract Professional’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. In the event the County shall require changes in the scope, character, or complexity of the work to be performed, and said changes cause an increase or decrease in the time required or the costs to the Contract Professional for performance, an equitable adjustment in fees and completion time shall be negotiated between the parties and this Agreement shall be modified accordingly by a supplemental Agreement. Any claims by the Contract Professional for adjustment hereunder must be made in writing prior to performance of any work covered in the
anticipated supplemental Agreement. Any change in work made without prior supplemental Agreement shall be deemed covered in the compensation and time provisions of this Agreement

6. Compensation/Contract Amount. Upon Contract Professional’s successful completion of the services, 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. Contract Professional 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. Any other provision of this Agreement notwithstanding, in no event shall County be liable for payment for services rendered and expenses incurred by Contract Professional under the terms of this Agreement for any amount in excess of 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 Contract Professional’s risk and without authorization under this Agreement. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contract Professional was improper because the service for which payment was made did not perform as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contract Professional shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be returned to County.

County will not withhold any taxes from monies paid to the Contract Professional hereunder and Contract Professional 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.

Mileage may be reimbursed if the provisions of Exhibit A permit such payment at the rate set forth in Exhibit B. Contract Professional shall not be paid any other expenses unless set forth in this Agreement. Payment to Contract Professional will be made only upon presentation of a proper claim by Contract Professional, itemizing services performed and, (if permitted under this Agreement), mileage expense incurred.

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 Contract Professional in respect of any period after December 31 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 Contract Professional. Contract Professional agrees that it is an independent Contract Professional and that Contract Professional’s officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County as a result of the execution of this Agreement. Contract Professional shall perform its duties hereunder as an independent Contract Professional. Contract Professional shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Contract Professional, 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 Contract Professional or any of its agents or employees. Unemployment insurance benefits will be available to Contract Professional and its employees and agents only if such coverage is made available by Contract Professional or a third party. Contract Professional shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to this Agreement. Contract Professional shall not have authorization, express or implied, to bind County to any agreement, liability or understanding, except as expressly set forth in this Agreement. Contract Professional shall have the following
responsibilities about 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 as set forth in Exhibit A provide proof thereof when requested to do so by County.

8. Subcontractors. Contract Professional acknowledges that County has entered into this Agreement in reliance upon the reputation and expertise of Contract Professional. Contract Professional 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. Contract Professional 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 Contract Professional by the terms of this Agreement, and to assume toward Contract Professional all the obligations and responsibilities which Contract Professional, 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 Contract Professional and Contract Professional shall cooperate in such process. The Contract Professional shall be responsible for the acts and omissions of its agents, employees and subcontractors.

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

10. Confidentiality. Confidential financial information of the Contract Professional should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, “CONFIDENTIAL.” However, Contract Professional is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., about public records, and cannot guarantee the confidentiality of all documents. Contract Professional agrees to keep confidential all of County’s confidential information. Contract Professional 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. Contract Professional 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. Contract Professional warrants that the services performed under this Agreement will be performed in a manner consistent with the professional standards governing such services and the provisions of this Agreement. Contract Professional further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

12. Acceptance of Services Not a Waiver. Upon completion of the work, Contract Professional shall submit to County originals of all test results, reports, etc., generated during completion of this work. Acceptance by County of reports and incidental material(s) furnished under this Agreement shall not in any way relieve Contract Professional of responsibility for the quality and accuracy 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 Contract Professional, 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 services 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. 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. Contract Professionals shall always 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 more than a deductible or self-insured retention, County must be notified by the Contract Professional. Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require 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 Professional. The County in no way warrants that the minimum limits contained herein are enough to protect them from liabilities that might arise out of the performance of the work under this Contract by the Contract Professional, its agents, representatives, employees, or subcontractors. The Contract Professional shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contract Professional 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 enough amounts, duration, or types. The 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 Contract Professional stipulates that it has met the insurance requirements identified herein. The Contract Professional shall be responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Contract Professional and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

INDEMNITY: The Contract Professional shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or willful acts or omissions of Contract Professional, 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 Contract Professional to conform to any statutes, ordinances, regulation, law or court decree. The Contract Professional shall be fully responsible and liable for 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 Contract.
Professional in its 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 Contract Professional 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 Contract Professional 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 Contract Professional 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 Contract Professional shall obtain, and always 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 of the 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 Contract Professional or subcontractor is exempt under Colorado Workers’ Compensation Act, **AND** when such Contract Professional or subcontractor executes the appropriate sole proprietor waiver form.

- **Commercial General Liability Insurance** shall include bodily injury, property damage, and liability assumed under the contract.
  - $1,000,000 each occurrence;
  - $1,000,000 general aggregate;
  - $1,000,000 Personal Advertising injury

- **Automobile Liability:** 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.

- **Proof of Insurance:** County reserves the right to require the 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, Contract Professional’s insurer shall name County as an additional insured.

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

- **Subcontractors:** All subcontractors, independent Contract Professionals, 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 coverages required of Contract Professional. Contract Professional shall include all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contract
Professional agrees to provide proof of insurance for all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities upon request by the County.

14. Non-Assignment. Contract Professional may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Contract Professional 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 Contract Professional 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 Contract Professional 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 Contract Professional, involving all matters and/or transactions related to this Agreement. The Contract Professional 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, its project representative ("County Representative") who shall make, within the scope of his or her authority, 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. The County Representative for purposes of this Agreement is hereby identified as, Director of Weld County Department of Public Works, or his designee. 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, where a receipt or acknowledgment is required by the sending party.

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

Notification Information:

Contract Professional:
Attn.: President,
Address:
Address:
E-mail:

County:
Name: Michael Bedell, P.E.
1111 H Street
Greeley, CO 80632
mbedell@weldgov.com

Don Dunker, P.E.
1111 H Street
Greeley, CO 80632
ddunker@weldgov.com
18. **Compliance with Law.** Contract Professional 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 nonexclusive, and County may engage or use other Contract Professionals 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 aver 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 Contract Professional’s services and Contract Professional shall not employ any person having such known interests. During the term of this Agreement, Contract Professional 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 Contract Professional to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of Contract Professional nor any member of Contract Professional’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Contract Professional’s operations, or authorizes funding to Contract Professional.

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 that this Agreement is then 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, Contract Professional 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.** Contract Professional certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Contract Professional 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). Contract Professional 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 Contract Professional that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contract Professional 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 Contract Professional obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Contract Professional shall notify the subcontractor and County within three (3) days that Contract Professional 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. Contract Professional 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. Contract Professional 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 Contract Professional participates in the State of Colorado program, Contract Professional shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Contract Professional 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. Contract Professional 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 Contract Professional fails to comply with any requirement of this provision of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Contract Professional 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 Contract Professional receives federal or state funds under the contract, Contract Professional 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 Contract Professional 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. **Attorneys Fees/Legal Costs.** In the event of a dispute between County and Contract Professional, 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.

30. **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.

31. **Official Engineering Publications:** Contract Professional 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 Contract Professional under this Agreement, and that a failure to meet the standards set by these publications may result in withholding by County of some or all of the Compensation.

32. **Compliance with Colorado Department of Transportation Regulations and Standards** Contract Professional 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 Contract Professional under this Agreement, and Contract Professional agrees to meet or exceed all standards set by these publications. Contract Professional 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.

**Acknowledgment.** County and Contract Professional 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.

______________________________

By: ___________________________ Date ___________________________

Name: __________________________

Title: __________________________

______________________________

WELD COUNTY:

ATTEST:

Weld County Clerk to the Board

BY: ___________________________ Deputy Clerk to the Board

______________________________

BOARD OF COUNTY COMMISSIONERS

WELD COUNTY, COLORADO

______________________________

Barbara Kirkmeyer, Chair