BID REQUEST NO. B1900064

WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS
AND SPECIFICATIONS FOR
WCR 13/34 INTERSECTION FENCING

MARCH 2019

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

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

DATE:  MARCH 6, 2019 (ADVERTISEMENT DATE)
BID NUMBER:  B1900064
DESCRIPTION:  WCR 13/34 INTERSECTION FENCING
MANDATORY PRE-BID CONFERENCE DATE:  MARCH 19, 2019
BID OPENING DATE:  MARCH 27, 2019

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

WCR 13/34 INTERSECTION FENCING

The project in general consists of providing fencing removal and fencing construction services associated
with a road intersection improvements project. Weld County plans to construct this intersection
improvements project during the summer and fall of 2019. The selected fencing contractor would provide
services during the same period. Refer to the Bid Schedule for a list of the bid items and quantities.
Refer to the Bid Plan Set (15 sheets) for a general description of the work location and fencing layout.

A mandatory pre-bid conference will be held at 10:00 A.M., on Tuesday, March 19th, 2019
at the
Weld County Public Works Building. The Public Works Building is located at 1111 H Street in Greeley.
Bidders must participate and record their presence at the pre-bid conference to be allowed to submit bids.

Bids for the above stated merchandise, equipment, and/or services will be received at the Office of the
Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room
#107 Greeley CO 80631 until: Wednesday, March 27th, 2019, 10:00 A.M.

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

2. INVITATION TO BID:

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

You can find bid information on the Weld County Purchasing website at
http://www.co.weld.co.us/Departments/Purchasing/index.html located under Current Request for Bids.

Weld County Government is a member of the Rocky Mountain E-Purchasing System. The Rocky
Mountain E-Purchasing System (BidNet®) is an on-line notification system that is being utilized by
multiple governmental entities. Participating entities post their bids, quotes, proposals, addendums, and
awards on this one centralized system.
Bid Delivery to Weld County – 2 methods:

1. **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, #107 Greeley, CO 80631.

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

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

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

Bids may be withdrawn upon written request to and approval of the Weld County Director of General Services; 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 Director of General Services for the premature opening of a bid not properly addressed and identified.

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

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

**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.
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 Director of General Services, 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 Director of General Services can at his 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 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 seven (7) calendar days of receipt of the Notice of Award. Failure to execute the contract and furnish the required paperwork within the time frame mentioned above shall be just cause for the annulment of the Award and, in the event of such annulment, the Award may then be made to another Bidder, or the County may reject all Bids or call for other Bids.

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

The successful Bidder shall be required to execute the Performance Bond and Labor & Materials Payment Bond in the amount of 100% of the Contract plus the value of the force account items, covering the faithful performance of the Contract and the payment of all obligations arising there-under. The Bonds shall be executed on the forms included with the Contract Documents by a surety company authorized to do business in the State of Colorado and acceptable as surety to Weld County. The Bidder shall deliver the Bonds to the Owner 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 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 Plans and the Project Special Provisions for conditions 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.
alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, 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 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. Confidential Information: Confidential financial information of the bidder should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, CONFIDENTIAL. However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., regarding public records, and cannot guarantee the confidentiality of all documents.

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

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

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

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

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

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

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

J. Procurement and Performance: The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contractors performing construction services of a similar nature to those described in this Agreement. The successful bidder shall further be responsible for the timely completion and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by 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 acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event written authorization and acknowledgment by 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 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 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 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 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:** N/A.

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

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

The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all construction services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.
INDEMNITY: The successful bidder shall defend, indemnify and hold harmless 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 during the term of any Agreement, insurance in the following kinds and amounts:

Workers' Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering the successful bidder’s Contract Professional's employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against 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 sole proprietor waiver form.

Minimum Limits:

Coverage A (Workers’ Compensation) Statutory
Coverage B (Employers Liability) $500,000

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 endorsesment above: “Weld County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Successful bidder, including completed operations” and the minimum limits must be as follows:

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

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

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

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

ii. Unlimited defense costs above policy limits;

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

iv. A severability of interest provision;

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

vi. A provision that coverage is primary; and

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

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

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 Weld County as additionally insured.

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

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

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

Bid Proposal for: WCR 13/34 INTERSECTION FENCING

PROPOSAL

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

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

EXAMINATION OF DOCUMENTS AND SITE

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

PROPOSAL GUARANTEE

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

TIME OF COMPLETION

The Bidder agrees to make his best effort to complete the entire Project as soon as possible and within the time specified in the Project Special Conditions after the issuance of the Notice to Proceed subject to the CDOT Standard Specifications for Road and Bridge Construction, Section 108.

EXECUTION OF DOCUMENTS

The Bidder understands that if this Bid Proposal is accepted, he must execute the required Agreement and furnish the required Performance Bond, Labor & Materials Payment Bond and Insurance Certificates within seven (7) days from the date of Notice of Award.

METHOD OF AWARD

The Owner reserves the right to reject any Bid from any Bidder to complete the Work as specified regardless of the amount of the Bid. It is understood by the Bidder that Bids shall be awarded and that should the cost of the Bid exceed budgeted funds, the Owner reserves the right to reject any or all Bids or portions of Work Bid or the use of any of the methods stated in the Instructions to Bidders to obtain the most advantageous Bid price. All bids will be reviewed by the Owner and Engineer. For any discrepancy between words and figures; the words will control. All mathematics will be checked, and the correct total used for determining the low bidder.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID SCHEDULE: ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
<th>UNIT PRICE (DOLLARS)</th>
<th>TOTAL PRICE (DOLLARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Removal of Fencing (all types)</td>
<td>LF</td>
<td>11,992</td>
<td></td>
<td></td>
</tr>
<tr>
<td>607</td>
<td>Install Temporary Gate (16' Steel)</td>
<td>EA</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>607</td>
<td>Install Temporary Fencing</td>
<td>LF</td>
<td>5,462</td>
<td></td>
<td></td>
</tr>
<tr>
<td>626</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>700</td>
<td>F/A Minor Contract Revisions</td>
<td>F/A</td>
<td>1</td>
<td>$75,000.00</td>
<td>$75,000.00</td>
</tr>
</tbody>
</table>

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

Total Bid (Dollars): $ ____________

NOTE: The following are items of work to be completed by Weld County:

- Surveying Layout and Staking
- Construction Inspection

RECEIPT OF ADDENDA

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

Addendum No. ____________ Date: ____________ By: ____________

Addendum No. ____________ Date: ____________ By: ____________

Addendum No. ____________ Date: ____________ By: ____________

Bidder agrees to perform all Work described in the Contract Documents for the unit prices as shown in the Bid Schedule. Payment will be based on the Lump Sum price or the actual quantities furnished, installed or constructed.
The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1900064.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes. Weld County is exempt from Colorado sales tax (exemption number 98-03551-0000).
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all documents of the Request for Proposal contained herein, and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.

FIRM________________________________________BY ______________________________________

(Please print)

MAILING ADDRESS________________________________________DATE _____ _______

CITY, STATE, ZIP CODE __________________________________________

TELEPHONE NO ___________ FAX ______________ TAX ID # ______________________

SIGNATURE _______________________________________________________

E-MAIL ADDRESS ________________________________________________
BID BOND

PROJECT: WCR 13/34 INTERSECTION FENCING

KNOW ALL MEN BY THESE PRESENTS, that

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated ____________ 2019 for the WCR 13/34 INTERSECTION FENCING as set out in the accompanying Bid.

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

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

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

B. Withdraw said Bid within the time specified, or

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

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

Principal ______________________________________

Address ______________________________________

ATTEST: ______________________________________

By:___________________________________________

By:___________________________________________

Surety _________________________________________

Address ______________________________________

ATTEST: ______________________________________

By:___________________________________________

By:___________________________________________
BID BOND INSTRUCTIONS

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return):

Business name or unincorporated entity name, if different from above:

Check appropriate box for federal tax classification:

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

☐ Limited liability company, Enter the tax classification (C=Corporation, S=S corporation, P=partnership)

Exemptions (see instructions):

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

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

City, state, and ZIP code:

List account number(s) here (optional):

Part I  Taxpayer Identification Number (TIN)

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

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

Social security number:

Employer identification number:

Part II  Certification

Under penalties of perjury, I certify that:

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

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

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

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

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here  Signature of U.S. person:

Date:

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9. The IRS has also posted all future developments on Form W-9 (such as legislation enacted after we release it) on that page.

Purpose of Form

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

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

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

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

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

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

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

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

• An individual who is a U.S. citizen or U.S. resident alien;
• A partnership, corporation, or association created or organized in the United States or under the laws of the United States;
• An estate (other than a foreign estate); or
• A domestic trust (as defined in Regulations section 301.7701-9).

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

PROJECT: WCR 13/34 INTERSECTION FENCING

To: __________________________________________

____________________________________________

Project Description: WCR 13/34 INTERSECTION FENCING

The project in general consists of providing fencing removal and fencing construction services associated with a road/bridge improvements project. Weld County plans to construct this intersection improvements project during the summer and fall of 2019. The selected fencing contractor would provide services during the same period. Refer to the Bid Schedule for a list of the bid items and quantities. Refer to the Bid Plan Set (15 sheets) for a general description of the work location and fencing layout.

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

You are hereby notified that your Bid has been accepted in the amount of $_________ or as shown in the Bid Schedule. You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within seven (7) calendar days from the date of this Notice to you.

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

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

Dated this ______ day of ______, 2019

Weld County, Colorado, Owner

By: __________________________________________

Michael Bedell, P.E., Senior Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

____________________________________________(Contractor)

Dated this ________________ day of ______________________ 2019

By: __________________________________________ Title: __________________________________________
WELD COUNTY AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN WELD COUNTY & (CONTRACTOR)  

WCR 13/34 INTERSECTION FENCING  

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

WHEREAS, the WCR 13/34 Intersection Fencing needs improvements, (hereinafter referred to as the “Project”), and

WHEREAS, in the interests of public health, safety and welfare, it is necessary to undertake the improvements of the WCR 13/34 Intersection Fencing, and

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

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

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

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

1. Introduction.

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

Exhibit A consists of County’s Request for Bid (RFB) as set forth in Bid Package No. B1900064. The RFB contains all specific requirements of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Insurance and Indemnification.**

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

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

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

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

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

**Minimum Limits:**

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

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

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

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

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

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

ii. Unlimited defense costs greater than excess of policy limits;

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

iv. A severability of interest provision;

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

vi. A provision that coverage is primary; and

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

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

Proof of Insurance: County reserves the right to require the Contractor/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

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

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

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

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

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

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

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

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

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

**Notification Information:**

**Contractor:**
- Attn.:  
- Address:  
- E-mail:  
- Facsimile:  

**County:**  
- Name: Michael Bedell, P.E.  Don Dunker, P.E.  
- Position: Senior Engineer  County Engineer  
- Address: P.O. Box 758  P.O. Box 758  
- Address: 1111 H Street, Greeley, CO 80632 1111 H Street, Greeley, CO 80632  
- E-mail: mbedell@weldgov.com ddunker@weldgov.com  
- Phone: (970) 301-0780 (970) 397-6288

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

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

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

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

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

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

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

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

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

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

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

30. **Compliance with Davis-Bacon Wage Rates.** N/A.

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

32. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

Acknowledgment. County and Contractor acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Exhibits A and B, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _________ day of ________, 2019.

CONTRACTOR:

________________________________________

By: _______________________________ Date: _______________________________

Name: _______________________________

Title: _______________________________

WELD COUNTY:

ATTEST: BOARD OF COUNTY COMMISSIONERS

Weld County Clerk to the Board WELD COUNTY, COLORADO

BY: _______________________________

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

PROJECT: WCR 13/34 INTERSECTION FENCING

KNOW ALL MEN BY THE PRESENTS; that

__________________________________________________________
(Name of Contractor)

__________________________________________________________
(Address of Contractor)

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

__________________________________________________________
(Name of Surety)

__________________________________________________________
(Address of Surety)

hereinafter called surety, are held and firmly bound unto

__________________________________________________________
Weld County, Colorado
(Name of Owner)

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

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

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

PROJECT: WCR 13/34 INTERSECTION FENCING described in the Invitation for Bids, Bid No. B1900064.

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.
PERFORMANCE BOND
(PAGE 2 OF 2)

PROJECT: WCR 13/34 INTERSECTION FENCING

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

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

____________________________
Contractor

By____________________________

(Contractor) Secretary

(SEAL)

____________________________
Witness as to Contractor

(Address)

(Address)

ATTEST:

____________________________
(Surety) Secretary

(SEAL)

____________________________
Witness as to Surety

(Address)

(Address)

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

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

PROJECT: WCR 13/34 INTERSECTION FENCING

KNOW ALL MEN BY THE PRESENTS; that

________________________________________________________________________
(Name of Contractor)

________________________________________________________________________
(Address of Contractor)

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

________________________________________________________________________
(Name of Surety)

________________________________________________________________________
(Address of Surety)

hereinafter called surety, are held and firmly bound unto

________________________________________________________________________
Weld County, Colorado

(Name of Owner)

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

(Address of Owner)

hereinafter called Owner, in the penal sum of

________________________________________________________________________ Dollars ($_________)

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

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

PROJECT: WCR 13/34 INTERSECTION FENCING described in the Invitation for Bids, Bid No. B1900064.

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.
PROJECT: WCR 13/34 INTERSECTION FENCING

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

In witness whereof, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original.

This ______________________ day of ______________________ 2019.

__________________________________________
Contractor

__________________________________________
(Contractor) Secretary

(SEAL)

__________________________________________
(Witness as to Contractor)

__________________________________________
(Address)

__________________________________________
(Address)

ATTEST:

__________________________________________
(Surety) Secretary

(SEAL)

__________________________________________
Witness as to Surety

By_____________________________________

(Address)

Attorney-in-Fact

__________________________________________
(Address)

__________________________________________
(Address)

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

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

PROJECT: WCR 13/34 INTERSECTION FENCING

To: ____________________________ Date: __________________

______________________________

______________________________

Name of Project:

PROJECT: WCR 13/34 INTERSECTION FENCING described in the Invitation for Bids, Bid No. B1900064.

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

The date of completion of all Work is therefore ____________________.

By __________________________

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

ACCEPTANCE OF NOTICE

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

(Contractor)

Dated this _______ day of ______________ 2019.

By __________________________

Title __________________________

______________________________
CHANGE ORDER NO. 1 (EXAMPLE)

PROJECT: WCR 13/34 INTERSECTION FENCING

Date: ______________________

PROJECT: WCR 13/34 INTERSECTION FENCING described in the Invitation for Bids, Bid No. B1900064.

Owner: _____________________________ Weld County, Colorado

Contractor: ________________________________

The following change is hereby made to the Contract Documents:

CHANGE TO CONTRACT PRICE:

Original Contract Price: $ __________

Current Contract Price adjusted by previous Change Order: $ __________

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

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

CHANGE TO CONTRACT TIME:

The Contract Time will be increased by __________ calendar days.

The date for completion of all Work will be ________________.

RECOMMENDED:

Owner Representative: _____________________________ Date:________________________

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

CONTRACTOR:

Name: ____________________________  Date: ____________________________
Title: ____________________________

WELD COUNTY:

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

BY: ____________________________  Barbara Kirkmeyer, Chair
    Deputy Clerk to the Board

APPROVED AS TO FUNDING:  APPROVED AS TO SUBSTANCE:

Controller  Elected Official or Department Head

APPROVED AS TO FORM:

County Attorney  Director of General Services
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: WCR 13/34 INTERSECTION FENCING

Contractor: ____________________________________________________________

Contract For: Construction as described in the Invitation for Bids No. B1900064. Contract Dated: ____________

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

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

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto (punch-list). This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the list shall be completed or corrected by the Contractor within __14__ days of the above date of Substantial Completion.

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

Owner: ___________________________ Date: ____________________

Engineer: __________________________ Date: ____________________

Contractor: _________________________ Date: ____________________
LIEN WAIVER (GENERAL CONTRACTOR)

PROJECT: WCR 13/34 INTERSECTION FENCING

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

Gentlemen:

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

PROJECT: WCR 13/34 INTERSECTION FENCING described in the Invitation for Bids, Bid No. B1900064.

Contractor: ________________________________

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

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

__________________________
Contractor

By: ________________________________

Title: ________________________________

Date: ________________________________

STATE OF ____________________________)

) ss.

COUNTY OF ____________________________)

The foregoing instrument was acknowledged before me this ________ day of ____________________ 2019, by ____________________________

My commission expires:

Notary Public __________________________
FINAL LIEN WAIVER (SUBCONTRACTORS)

PROJECT: WCR 13/34 INTERSECTION FENCING

To All Whom It May Concern:

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

______________________________________ for the improvement of the premises described

as (D) ____________________________________________ County of Weld, State of ________________ of

which ____________________________________________ is the Owner.

NOW, THEREFORE, this ________________ day of ____________________________ 2019,

for and in consideration of the sum of (E) ____________________________

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

(F) ____________________________________________ (SEAL)

(Name of sole ownership, corporation or partnership)

(Affix Corporate seal here)

__________________________________________ (SEAL)

(Signature of Authorized Representative)

Title: ______________________________________

INSTRUCTIONS FOR FINAL WAIVER

(A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date
and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be
distinguished from any other property.
(E) Amount shown should be the amount received and equal to total amount of contract as adjusted.
(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing
waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should
sign and designate himself as partner.
NOTICE OF FINAL ACCEPTANCE

PROJECT: WCR 13/34 INTERSECTION FENCING

CONTRACTOR: ________________________________ Date: ____________________

______________________________

______________________________

PROJECT: WCR 13/34 INTERSECTION FENCING described in the Bid No. B1900064.

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

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

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

ACCEPTANCE OF NOTICE

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

Dated this ______ day of ________________, 2019.

By______________________________
   (Contractor)

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

**PROJECT SPECIAL PROVISIONS INDEX**

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<th>Date</th>
<th>Page</th>
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<td>Force Account Description</td>
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</tbody>
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NOTICE TO BIDDERS

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

Pursuant to subsection 102.05, it is recommended that bidders on this project review the work site and plan details. In addition, bidders shall be required to attend a mandatory pre-bid meeting held by the County.

Information regarding the project may be obtained from the following authorized representatives.

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

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

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

END OF SECTION
COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as required in the “Notice to Proceed” and will complete all work prior to December 31, 2019 unless the period for completion is extended otherwise by the County.

The County anticipates that contract work on this project will commence sometime in April 2019 and will be completed by the end of the year. This work will require site meetings and coordination with as many as ten (10) different landowners. It is anticipated that the work will not be conducted in a continuous manner but will be broken up into many stages and time periods.

The Contractor shall respond to work requests from the County in a timely manner. Construction associated with fencing removal requests shall be initiated within one week following notification by the County. Construction associated with fencing installation requests shall be initiated within one week following notification by the County, unless the Contractor can show proof that lack of materials is hindering the work being completed in a timely manner.

END OF SECTION
REVISION OF SECTION 101
DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

Subsection 101.65: Roadway prism defined as toe of slope to toe of slope.

Subsection 101.76: “State” shall mean Weld County.

END OF SECTION
REVISION OF SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

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

Subsection 102.02 shall be revised as follows:

In the first paragraph, delete “The Department will publish bidding opportunities to prospective bidders on the CDOT Business Center website.” and replace with “The Department will publish bidding opportunities to prospective bidders on the Weld County Purchasing website at http://www.co.weld.co.us/Departments/Purchasing/index.html located under Current Request for Bids.

Delete the second paragraph and replace with:
“All bidders on the projects shall submit bids by one of the following methods:

Bid Delivery to Weld County – 2 methods:

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

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

Subsection 102.05 shall include the following:

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

END OF SECTION
REVISION OF SECTION 104
SCOPE OF WORK

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

Delete Subsection 104.02(a) and replace as follows:

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

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

1. Encountering groundwater.
2. Discovery of debris (buried or unburied) within the ROW.
3. Existing asphalt thicknesses that are different than expected.
4. Lack of on-site appropriate strength materials.
5. Increased costs due to relocations of utilities and/or oil and gas facilities.
6. Discovery of septic systems, leach fields, or other wastewater infrastructure.
7. Discovery of unknown irrigation facilities or water wells.
8. Unsuitable soils for structural foundations. There is a contingency bid item for this.
9. River flows throughout the duration of the project.

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

Upon written notifications, the Engineer will investigate the conditions, and determine if an extraordinary condition exists that will cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether an adjustment of the Contract is warranted. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
Subsection 104.02(c) shall be revised as follows:

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

And

(2) When a major item of work is increased more than 150 percent or decreased below 50 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion more than 150 percent of original contract item quantity, or in case of a decrease below 50 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value more than 10 percent of the original contract amount.

Subsection 104.05 the provisions regarding rights in and use of Materials found on the Work are replaced with the following:

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

Subsection 104.06 shall be revised to include the following:

Any excess soil materials generated from excavation shall become the property of the Contractor and shall be hauled to a disposal site approved by the Weld County Inspector. Backfill areas shall be graded such that the final grades are like the final grades as described in the Contract Drawings, unless otherwise directed by the Engineer.

The Contractor shall be responsible for removing all construction debris and trash from the jobsite daily. Any construction debris and trash which may be washed away shall be located, removed, and disposed of away from the site at a certified landfill location.

Any petroleum products accidentally spilled or leaked shall be cleaned up and disposed of immediately. The Contractor shall be held liable for any damages resulting from the spillage or leakage of any hazardous materials channel.

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

Net cost savings on VECPs shall be split equally between the Contractor and Weld County as determined in the Basis of Payment section of this specification. VECPs shall be submitted prior to the start of construction activities relating to the VECP.
Subsection 104.07(d)(2) shall be deleted and replaced as follows:

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

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

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

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

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

END OF SECTION
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

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

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

In Subsection 109.07 – Delete and replace with the following:

Partial monthly payments to the Contractor for completed work will include payment only for materials incorporated in the work unless otherwise approved by the Engineer.

END OF SECTION
REVISION OF SECTION 202
REMOVALS

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.02 shall include the following:

Any fencing designated in the Drawings to be removed shall be become the property of the contractor, if first agreed to by the landowner.

If the landowner expresses a desire to retain ownership of any used fencing materials, the Contractor shall make the necessary arrangements for this. In such cases, the Contractor shall remove concrete from the bases of posts and dispose of this waste material. The Contractor shall organize and put the used fencing materials in an area designated by the landowner.

END OF SECTION
REVISION OF SECTION 607
FENCES AND GATES

Section 607 of the Standard Specifications is hereby revised for this project as follows:

The fencing construction specifications, materials, and construction details shall be governed by the following documents, unless otherwise amended by the Contract Plans or Project Special Provisions prepared by Weld County Public Works Department:

- Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction, 2017, Section 607.

END OF SECTION
REVISION OF SECTION 626
MOBILIZATION

Section 626 of the Standard Specifications is hereby revised for this project as follows: **Subsection 626.01 shall include the following:**

**CONSTRUCTION STAGING, LANDOWNER COMMUNICATIONS AND TEMPORARY CONSTRUCTION EASEMENTS:** The Contractor shall take responsibility to find adequate staging area(s) for the project. Any agreements made for staging on private property shall be made in writing and copies of the written agreements shall be provided to the County prior to construction. All staging areas shall be secured with temporary fencing and restored to original conditions after construction. The County owns the parcel of land located adjacent to the southwest quadrant of the intersection, and the fencing contractor can stage equipment and materials at that location if desired.

After contract award, the Contractor will be given a landowner contact list by the County. It is anticipated there will be approximately eight (8) separate landowners associated with the work. The Contractor shall inform the property owners and the tenants at the properties prior to construction. The Contractor shall limit construction activities to those areas within the limits of disturbance as shown on the plans to the maximum extent practical.

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

**Subsection 626.02 shall include the following:**

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

END OF SECTION
FORCE ACCOUNT
DESCRIPTION

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

<table>
<thead>
<tr>
<th>Force Account Item</th>
<th>Estimated Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F/A Minor Contract Revisions</td>
<td>F/A</td>
<td>*$75,000.00</td>
</tr>
</tbody>
</table>

F/A Minor Contract Revisions

This work consists of minor work authorized and approved by the Engineer, which is not included in the contract drawings or specifications, does not already have an existing unit price bid item, and is necessary to accomplish the scope of work for this contract. Items may include; permanent fencing on the landowner’s property lines, specialized types of temporary fencing which may differ from the plans standard detail per a landowner special request, special gates which may differ from the plans standard detail per a landowner special request, and miscellaneous landowner’s items approved by the Engineer.

Compensation for Force Account Work Items shall be negotiated and determined by the Engineer and the Contractor using the methods described in the CDOT Specifications, Section 109.04. When Force Account work is requested by the Engineer, the Contractor shall respond in a timely manner with a written cost proposal. Such cost proposals shall be detailed and broken down into the various parts described in Section 109.04. The Engineer, Contractor, and affected Landowner shall reach a final agreement of the scope of work, material types, construction methods, construction details, and associated costs prior to the force account work commencing.

END OF SECTION
UTILITIES COORDINATION

Known utilities within the limits of this project are:

<table>
<thead>
<tr>
<th>UTILITY</th>
<th>CONTACT</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Century Link</td>
<td>Chris Janoski</td>
<td>303-552-8545</td>
</tr>
<tr>
<td>Little Thompson Water</td>
<td>Amber Kaufman</td>
<td>970-532-2096</td>
</tr>
<tr>
<td>Central Weld Water</td>
<td>Stan Linker</td>
<td>970-352-1284</td>
</tr>
<tr>
<td>United Power</td>
<td>Randy Rule</td>
<td>303-524-5354</td>
</tr>
<tr>
<td>Xcel Gas Distribution</td>
<td>Pat Kreager</td>
<td>970-225-7840</td>
</tr>
<tr>
<td>Xcel Gas Transmission</td>
<td>Greg Orticelle</td>
<td>303-571-3792</td>
</tr>
<tr>
<td>DCP Midstream</td>
<td>Randy Reinick</td>
<td>970-539-1701</td>
</tr>
<tr>
<td>Black Hills Energy</td>
<td>Rich Kenner</td>
<td>720-308-4491</td>
</tr>
<tr>
<td>Kerr McGee/Anadarko</td>
<td>Brett Cavanagh</td>
<td>970-219-9343</td>
</tr>
<tr>
<td>Great Western Oil/Gas</td>
<td>Kevin Freestone</td>
<td>970-373-8341</td>
</tr>
</tbody>
</table>

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.11 in conducting their respective operations as necessary to complete any utility work with minimum delay to the project.

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned around underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

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

BASIS OF PAYMENT

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

END OF SECTION