BID REQUEST NO. B2000059

WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS
AND SPECIFICATIONS FOR
ROADWAY WEATHER TOWERS

January 29, 2020

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 forms and provisions take precedence over plan drawings and supplement the 2019 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 BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO  80631

DATE:  JANUARY 29, 2020
BID NUMBER:  B2000059
DESCRIPTION:  ROADWAY WEATHER TOWERS
MANDATORY PRE-BID CONFERENCE DATE:  FEBRUARY 12, 2020
BID OPENING DATE:  FEBRUARY 26, 2020

1.    NOTICE TO BIDDERS:

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

ROADWAY WEATHER TOWERS

The project in general consists of the procurement of nine Roadway Weather Towers, installation of
eight of the Roadway Weather Towers and electrical power connection at a ninth location. The project
includes but is not limited to the following work items:  tower installation and electrical power
connection. One spare tower will be purchased by the Contractor and supplied to Weld County. An
electrician shall be provided on-site during the installation of Vaisala weather monitoring equipment.
This shall be coordinated by the contractor with Vaisala.

A mandatory pre-bid conference will be held at 1:00 p.m., on Wednesday, February 12, 2020, at
the Weld County Public Works Building. The Public Works Building is located at 1111 H Street in
Greeley, CO. 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, February 26, 2020, 10:00 a.m. (Weld County
Purchasing Time Clock).

PAGES 1 – 15 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE
REQUEST NUMBER REFERRED TO ABOVE. NOT ALL THE INFORMATION CONTAINED IN
PAGES 1 – 15 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE
15.

2.    INVITATION TO BID:

Weld County requests bids for the purchase of the above-listed merchandise, equipment, and/or
services.

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

You can find 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**

a. **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.

b. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631. Please call Purchasing at 970-336-7225 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 Controller/Purchasing Director, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

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

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1., entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director for the premature opening of a bid not properly addressed and identified.
In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

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

Familiarization with the Work: Before submitting his Bid, each prospective Bidder shall familiarize himself with the Work, the site where the Work is to be performed, local labor conditions and all local, state and federal laws, ordinances, rules, regulations and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Contract Documents and Drawings and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph.

Interpretation of Contract Documents to Prospective Bidders: Any prospective Bidder who discovers ambiguities or is in doubt as to the true meaning of any part of the Contract Documents or Drawings shall make a request to the Engineer for an interpretation thereof. Interpretations will be made only by Addenda, duly issued, and copies of each Addendum will be mailed or delivered to each Contract Document holder of record. Unless approved by the Controller/Purchasing Director, no interpretation Addenda will be issued within the last seven (7) days before the date set for opening of Bids. The Bidder shall be solely responsible for any interpretation of the Contract Documents or Drawings other than by duly issued Addenda.

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

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

Basis of Award: Only firm Bids will be considered. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose Bid compares favorably upon evaluation with other Bids. Weld County intends to award the Contract to the lowest responsible Bidder within the limits of funds available and to best serve its interests. 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 ten (10) calendar days of receipt of the Notice of Award. The Certificate of Insurance shall name Weld County as additionally insured. Failure to execute the contract and furnish the required paperwork within the time frame mentioned above shall be just cause for the annulment of the Award and, in the event of such annulment, the Award may then be made to another Bidder, or the County may reject all Bids or call for other Bids. The County, within ten (10) days of receipt of acceptable Performance Bid, Labor & Materials Payment Bond, and signed Contract from the successful Bidder will issue the Notice to Proceed.

In submitting the bid, the bidder agrees that the signed bid submitted, all 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 RFB.

5. PERFORMANCE, LABOR, MATERIAL AND PAYMENT BOND

The successful Bidder shall be required to execute the Performance Bond and Labor & Materials Payment Bond in the amount of 100% of the Contract plus the value of the force account items, covering the faithful performance of the Contract and the payment of all obligations arising there-under. The Bonds shall be executed on the forms included with the Contract Documents by a surety company authorized to do business in the State of Colorado and acceptable as surety to Weld County. The Bidder shall deliver the Bonds to the Owner not later than the date of execution of the Contract.

6. INDIRECT COSTS

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

Royalties: The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the Work shall be included in the Bid price.
Utilities: Unless otherwise specified, the Bidder shall include in his Bid the cost of all electrical, water, sanitary, gas, telephone, and similar facilities and services required by him in performing the Work.

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

7. SITE CONDITIONS

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

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

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

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

General local conditions.

Availability of lands as set forth in the General Conditions.

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

8. SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful
bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee and shall comply with all 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., with regard to 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 with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment
compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. **Compliance with Davis-Bacon Wage Rates.** The successful bidder understands and agrees that, if required by the Scope of Work, the work shall be in compliance with the Davis-Bacon Wage Rates.

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

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

10. **INSURANCE REQUIREMENTS**

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

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

The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all construction services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

INDEMNITY: The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its construction methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

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

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

Minimum Limits:

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<tr>
<th>Coverage A (Workers’ Compensation)</th>
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<tr>
<td>Coverage B (Employers Liability)</td>
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</tbody>
</table>

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

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

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

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

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.

Contractors Pollution Liability (If Required)
Weld County requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor’s scope of services. Policy shall cover the Contractor’s completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: "Weld County its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

Minimum Limits:

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<th>Type</th>
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Builders' Risk Insurance or Installation Floater – Completed Value Basis (If Required)
Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.

(a) Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

(b) Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or
entity other than the County’s has insurable interest in the property to be covered, whichever is later.

(c) The Builders’ Risk insurance shall include interests of the County and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.

(d) The Builders’ Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect’s fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.

(e) The Builders’ Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. County Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder’s Risk Policy. The Builder’s Risk Policy shall remain in force until acceptance of the project by the County.

(f) Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

(g) The deductible shall not exceed $25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, volcano, etc.
BID PROPOSAL

To: Weld County Purchasing Department
   Attention: Controller/Purchasing Director
   P.O. Box 758, 1150 “O” Street
   Greeley, Colorado 80632

Bid Proposal for: ROADWAY WEATHER TOWERS

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, so as 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 Certificates of 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 ten (10) 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, how 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.
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<tr>
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LOCATION TOTAL PRICE:

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**LOCATION TOTAL PRICE:**

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**LOCATION TOTAL PRICE:**
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<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>203</td>
<td>Potholing</td>
<td>HR</td>
<td>4</td>
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</tr>
<tr>
<td>208</td>
<td>Mobile Concrete Washout</td>
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<td>1</td>
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</tr>
<tr>
<td>613</td>
<td>2-inch Electrical Conduit</td>
<td>LF</td>
<td>50</td>
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<td></td>
</tr>
<tr>
<td>613</td>
<td>Electrical Hookup &amp; Power Drop</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>613</td>
<td>Pull Box</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>614</td>
<td>Roadway Weather Tower</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>622</td>
<td>Bollard</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>626</td>
<td>Mobilization</td>
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</tr>
<tr>
<td>630</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td></td>
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</tr>
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<td>700</td>
<td>F/A Erosion Control</td>
<td>F/A</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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</tbody>
</table>

**Location Total Price:**

### Location 8: County Road 44 & County Road 49

<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>
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</tr>
<tr>
<td>613</td>
<td>Electrical Hookup &amp; Power Drop</td>
<td>LS</td>
<td>1</td>
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<td></td>
</tr>
<tr>
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<td>Pull Box</td>
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<td>614</td>
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<td>EA</td>
<td>1</td>
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</tr>
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<td>Mobilization</td>
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<td></td>
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<td>Traffic Control</td>
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<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Location Total Price:**

### Location 9: County Road 60.5 & County Road 47

<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>
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</tr>
</thead>
<tbody>
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<td>203</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>700</td>
<td>F/A Erosion Control</td>
<td>F/A</td>
<td>1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Location Total Price:**

### Spare Tower

<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>614</td>
<td>Roadway Weather Tower</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Location Total Price:**

**Note:** Include all force account items in total bid amount.

Total Bid (Dollars):
Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bidder understands that the County reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids. Upon receipt of County's written acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the AGREEMENT.

The bid security attached is to become the property of the County in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

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

- Materials Owner Acceptance Testing
- Construction Inspection

RECEIPT OF ADDENDA

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

Addendum No. _______________ Date: _______________ By: _______________

Addendum No. _______________ Date: _______________ By: _______________

Addendum No. _______________ Date: _______________ By: _______________

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 the conditions, specifications and special provisions set forth in the request for bid for Request No. B2000059.

2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.

3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.

4. The signed bid submitted, all the documents of the Request for Bid contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.

5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.
WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 17.
BID BOND

PROJECT: ROADWAY WEATHER TOWERS

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated______________________, 2020 for the ROADWAY WEATHER TOWERS 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 ________________, 2020 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:__________________________________
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.

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 3. 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 3.

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

Part II  Certification

Under penalties of perjury, I certify that:

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

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest 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.

Signature of U.S. person

Date

General Instructions

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

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

Purpose of Form

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

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

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, or

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

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

Definition of 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 any foreign country

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

• A domestic trust (as defined in Regulations section 31.7701-1).

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 assume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person who is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
WELD COUNTY
ANTI-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.

2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.

2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Weld County, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name: ________________________
By: ________________________ Date: ____________
Title: ________________________

2nd contractor's firm or company name (if present): ________________________
By: ________________________ Date: ____________
Title: ________________________

Sworn to before me this ______ day of, 20________.
Notary Public
My commission expires ________________________

NOTE: This document must be signed in ink.
NOTICE OF AWARD

PROJECT: ROADWAY WEATHER TOWERS

To: ___________________________
______________________________

Project Description: ROADWAY WEATHER TOWERS

The project in general consists of the procurement of nine Roadway Weather Towers, installation of eight of the Roadway Weather Towers and electrical power connection at a ninth location. The project includes but is not limited to the following work items: tower installation and electrical power connection. One spare tower will be purchased by the Contractor and supplied to Weld County. An electrician shall be provided on-site during the installation of Vaisala weather monitoring equipment. This shall be coordinated by the contractor with Vaisala.

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 two originals of the Agreement and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within five (5) 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 __________, 2020

Weld County, Colorado, Owner

By: ____________________________

Hayley Balzano, Engineer I

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

______________________________(Contractor)

Dated this __________________ day of ____________________________, 2020

By: ____________________________ Title: ________________________________
WELD COUNTY AGREEMENT (SAMPLE) FOR CONSTRUCTION SERVICES
BETWEEN WELD COUNTY &
ROADWAY WEATHER TOWERS

THIS AGREEMENT is made and entered into this ___ day of ____________, 2020, 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 _______________________, [an individual], [a limited liability
partnership] [a limited liability company] [a corporation], who whose address is
______________________________________________, hereinafter referred to as “Contractor”.

WHEREAS, in the interests of public health, safety and welfare, it is necessary to undertake
installation of the Roadway Weather Towers, 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. B2000059”.
The RFB contains all the 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 supervisory personnel, (the “Manager”), 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, by the Director of the Department of Public Works or his or her designee, 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 which Contractor is using, by whatever method it deems expedient; and, Contractor shall deliver to County all drawings, drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by County, and these items, materials and documents shall be the property of County. Copies of work product incomplete at the time of termination shall be marked “DRAFT-INCOMPLETE.”

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

5. **Extension or Modification.** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by 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, whether or not 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 in excess of that amount will be made by County unless a “change order” authorizing
such additional payment has been specifically approved by the Director of Weld County Public Works, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code. Any other provision of this Agreement notwithstanding, in no event shall County be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of the bid amount set forth in Exhibit B. Contractor acknowledges that any work it performs beyond that specifically authorized by County is performed at Contractor’s risk and without authorization under this Agreement. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

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 31 of any year, without an appropriation therefore by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20)

7. **Independent 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 as a result of 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 particular 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 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 in connection with the performance of this Agreement, whether or not such materials are in completed form, shall at all times be considered the property of the County. Contractor shall not make use of such material for purposes other than in connection with this Agreement without prior written approval of County.

10. Confidentiality. Confidential financial information of 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., with regard to 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 inspection and 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 at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any
coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the 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 coverages 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 sufficient 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 reason of its failure to obtain or maintain insurance in sufficient 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 said services, and the coordination of all services rendered by the Contractor and shall, without additional compensation, promptly 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 at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers' Compensation Insurance** as required by state statute, and Employer's Liability Insurance covering all 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:**

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<td>Coverage A (Workers’ Compensation)</td>
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<td>Coverage B (Employers Liability)</td>
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**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.

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

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, State of Colorado, and CDOT 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 all the requirements herein and shall procure and maintain the same coverages 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.

Contractors Pollution Liability (Not Required for this Project)
Weld County requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor’s scope of services. Policy shall cover the Contractor’s completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalies, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: “Weld County its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

Minimum Limits:

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Builders’ Risk Insurance or Installation Floater – Completed Value Basis (Optional for this Project)
Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders’ Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.

(a) Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

(b) Such Builders’ Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County ’s has insurable interest in the property to be covered, whichever is later.
(c) The Builders' Risk insurance shall include interests of the County and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.

(d) The Builders' Risk Coverage shall be written on a **Special** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect’s fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.

(e) The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. County Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder’s Risk Policy. The Builder’s Risk Policy shall remain in force until acceptance of the project by the County.

(f) Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

(g) The deductible shall not exceed $25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, volcano, etc.

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, its project representative (“County Representative”) who shall make, within the scope of his or her authority, and all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. The County Representative for purposes of this Agreement is hereby identified as, Hayley Balzano, Engineer I. All notices or other communications (including annual maintenance made by one party to the other concerning the terms and conditions of this contract shall be deemed delivered under the following circumstances:

a) personal service by a reputable courier service requiring signature for receipt; or

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

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

Notification Information:

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

County:
Name: Hayley Balzano  Name: Clay Kimmi, P.E.
Position: Engineer I  Position: Senior Engineer
Address: P.O. Box 758  Address: P.O. Box 758
Address: 1111 H Street,  Address: 1111 H Street,
Greeley, CO. 80632-758  Greeley, CO. 80632-758
E-mail: hbalzano@weldgov.com  E-mail: ckimmi@weldgov.com
Facsimile: (970) 304-6497  Facsimile: (970) 304-6497

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 in any business or personal activities or practices.
or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by 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 that this Agreement is then capable of execution within the original intent of the parties.

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

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

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

27. Choice of Law/Jurisdiction. Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, 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 in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State of Colorado program, Contractor shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Contractor shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee and shall comply with all the other requirements of the State of Colorado program. If Contractor fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Contractor shall be liable for actual and consequential damages.

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

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

30. **Compliance with Davis-Bacon Wage Rates.** Contractor understands and agrees that, if required by the provisions of Exhibit A, the work shall be in compliance with the Davis-Bacon Wage Rates. (If compliance with this statute is required by County under this Agreement, a copy of the information is contained in Exhibit A, County’s Request for Bid, and is a part this Agreement.)

31. **Attorney’s 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.

33. **Public Contracts for Services C.R.S. §8-17-101.** For public contracts in excess of $500,000 annually, or for public contracts for road or bridge construction in excess of $50,000, Contractor certifies, warrants, and agrees that Colorado labor shall be employed to perform at least eighty percent of the work under this Contract. “Colorado labor” means any person who is a resident of the state of Colorado at the time of the public works project, who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days. The County, in its sole discretion, may waive the
eighty percent requirement if there is reasonable evidence to demonstrate insufficient Colorado labor is available to perform the work, and this requirement would create an undue burden that would substantially prevent the work from proceeding to completion. This section shall not apply to any project which is funded in whole or in part with federal funds, or where otherwise contrary to federal law.

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 ______ __________________, 2020.

CONTRACTOR:

______________________________

By: ___________________________ Date: ________________

Name: _________________________

Title: ___________________________

WELD COUNTY:

ATTEST:

Weld County Clerk to the Board

BY: ________________________________

Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Mike Freeman, Chair
PERFORMANCE BOND
(PAGE 1 OF 2)

PROJECT: ROADWAY WEATHER TOWERS

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

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 into a certain
Contract with the Owner, dated the _____ day of ______________, 2020, a copy of which is hereto
attached and made a part hereof for the construction of:

PROJECT: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059.

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.
PROJECT: ROADWAY WEATHER TOWERS

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 ____________________, 2020.

Contractor

__________________________________________  By ______________________________
(Contractor) Secretary

(SEAL)

__________________________________________  _____________________________
(Address)

__________________________________________  _____________________________
(Address)

ATTEST:

(Surety) Secretary

(SEAL)

__________________________________________  By ______________________________
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.
LABOR & MATERIALS PAYMENT BOND  
(PAGE 1 OF 2)

PROJECT: ROADWAY WEATHER TOWER

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

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 into a certain Contract with the Owner, dated the __________________ day of __________________, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059.

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: ROADWAY WEATHER TOWERS

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 ______________________, 2020.

__________________________________________
Contractor

__________________________________________
(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.
NOTICE TO PROCEED

PROJECT: ROADWAY WEATHER TOWERS

To: _______________________________ Date: ________________

____________________________________

____________________________________

Name of Project:

PROJECT: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059.

You are hereby notified to commence Work in accordance with the Agreement dated _________. The date of completion of all Work is therefore ____________________.

By ________________________________
Hayley Balzano, Engineer I
Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

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

____________________________________
(Contractor)

Dated this ______ day of ____________________________, 2018.

By ________________________________

Title ________________________________
CHANGE ORDER NO. (EXAMPLE)

Date: ______________________

PROJECT: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059

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: ______________________

Hayley Balzano (Engineer I)

APPROVALS:

CONTRACTOR:
Name: ______________________ Date: ______________________

Title: ______________________

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

BY: ______________________

Deputy Clerk to the Board Chairperson
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059

Contractor: _____________________________________________________________

Contract For: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059

Contract Dated: __________________________

This Certificate of Substantial Completion applies to all Work that has been sufficiently completed in accordance with the Contract Documents and as modified by any change orders agreed to by the parties, so that the County and/or Owner can utilize the project for the use for which it was intended, except for the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and Engineer, 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. 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: ROADWAY WEATHER TOWERS

TO: Weld County Public Works
    Attn: Hayley Balzano, Engineer I
    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: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059

Contractor: _________________________________

(If no legal description is shown following the description of Project, we acknowledge that the foregoing is an adequate description of the real properties and improvements inasmuch as the foregoing is the description given in the Contract Documents which govern the performance of the Work for which consideration has been received.)

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 and all 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 and all costs, including reasonable attorney fees, which they may incur as a result of such claims.

______________________________
Contractor

By: _________________________________

Title: _________________________________

Date: _________________________________

STATE OF ____________________________
COUNTY OF ___________________________

The foregoing instrument was acknowledged before me this ________ day of ____________, 2020.

by _________________________________
Notary Public _________________________
FINAL LIEN WAIVER (SUBCONTRACTORS)

PROJECT: ROADWAY WEATHER TOWERS

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 Colorado of which Weld County is the Owner.

NOW, THEREFORE, this __________ day of __________, 2018, 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 hereetofore 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 actually 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: ROADWAY WEATHER TOWERS

TO: ___________________________  Date: ________________

_____________________________

_____________________________

RE: PROJECT: ROADWAY WEATHER TOWERS described in the Invitation for Bids, Bid No. B2000059

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 (1) year guarantee on all work and materials incorporated into this Project. Such guarantee shall begin on the date of this acceptance.

By: ___________________________
   Hayley Balzano, Engineer I
   Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

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

Dated this ______ day of __________________________ 2020.

By ___________________________
   (Contractor)

Title ___________________________
1. List names of partnerships or joint ventures  □ none


2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to Weld County. (Attach additional sheets if necessary.)
   a. Key personnel changes  □ none


   b. Key equipment changes  □ none


   c. Fiscal capability changes (legal actions, etc.)  □ none


   d. Other changes that may effect the contractors ability to perform work  □ none


I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

<table>
<thead>
<tr>
<th>Contractor's firm or company name</th>
<th>By</th>
<th>Date</th>
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<tr>
<th>2nd Contractor's firm or company name (if joint venture)</th>
<th>By</th>
<th>Date</th>
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Contractor and Weld County recognize that in actual economic practice antitrust violations ultimately impact on Weld County. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to Weld County any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by Weld County pursuant to this contract.

2. Contractor hereby expressly agrees:
   a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to Weld County hereunder, Contractor shall immediately advise in writing:
      (1) Such third party that the antitrust claim has been assigned to Weld County, and
      (2) Weld County that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to Weld County;
   b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to Weld County hereunder; and
   c. Promptly to pay over to Weld County its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to Weld County hereunder.

3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
   a. Irrevocably assign to Weld County (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
   b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to Weld County hereunder, shall immediately advise in writing:
      (1) Such third party that the antitrust claim has been assigned to Weld County, and
      (2) Contractor and Weld County that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to Weld County;
   c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to Weld County hereunder; and
   d. Promptly pay over to Weld County its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to Weld County pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.
The Colorado Department of Transportation 2017 Standard Specifications for Road and Bridge Construction (as amended), the latest edition of the CDOT Field Materials Manual (as amended), and the latest edition of the CDOT Construction Manual (as amended) provide the standards and specifications for the construction of this project. The latest revisions to formerly issued Standard Special Provisions (SSP) that modify the CDOT 2017 Standard Specifications for Road and Bridge Construction are hereby incorporated by reference. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

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NOTICE TO BIDDERS

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

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details with an authorized Department representative. Prospective bidders shall contact one of the following listed authorized Department representatives at least 12 hours in advance of the time they wish to go over the project.

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

Hayley Balzano, Engineer I  
Weld County Public Works Department  
1111 H Street  
Greeley, CO 80632  
Office Phone: 970-304-6496, ext. 3738  
ckimmi@weldgov.com

Clay Kimmi, P.E. Senior Engineer  
Weld County Public Works Department  
1111 H Street  
Greeley, CO 80632  
Office Phone: 970-304-6496, ext. 3741  
ddunker@weldgov.com

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.

A mandatory pre-bid conference will be held on February 12, 2020 beginning at 1 p.m. at 1111 H St, Greeley, CO 80632, Public Works Conference Room. Bids will be accepted only from pre-qualified bidders who attend the mandatory pre-bid conference.

Questions received from bidders along with Weld County responses will be posted on the Weld County web site listed below as they become available. http://www.co.weld.co.us/Departments/Purchasing/index.html Located under Current Request for Bids.

If the bidder has a question or requests clarification that involves the bidder's innovative or proprietary means and methods, phasing, scheduling, or other aspects of construction of the project, the Project Engineer will address the question or clarification. The Engineer will keep the bidder's innovation confidential and will not share this information with other bidders.

The Engineer will determine whether questions are innovative or proprietary in nature. If the Engineer determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder withdraws the question, the Engineer will not answer the question and the question will not be documented on the web site. If the bidder does not withdraw the question, the question will be answered, and both the question and answer will be posted on the web site. If the Engineer agrees that a question warrants confidentiality, the Engineer will answer the question, and keep both question and answer confidential. Weld County will keep a record of both question and answer in their confidential file.

All questions shall be directed to the contacts listed above no later than 7:00 A.M. Monday of the week of bid opening. Final questions and answers will be posted no later than Tuesday morning of bid opening week.

END OF SECTION
COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as required in the "Notice to Proceed" letter and will complete all work by **June 30, 2020** unless the period for completion is extended otherwise by the County. The work is a completion date contract. One calendar day of contract time will be assessed for each calendar day from the date that Contract time starts excluding Saturdays, Sundays, and holidays (except with written approval). No weather days or less than full time charges days will be granted in this contract.

**Section 108 of the Standard Specifications is hereby revised for this project as follows:**

Salient features to be shown on the Contractor's Progress Schedule are:

1. Mobilization
2. Clearing and Grubbing
3. Erosion Control Installations
4. Traffic Control
5. Tower Installation
6. Electrical Connection

**Subsection 108.03 shall include the following:**

The Contractor's progress schedule may be a Bar Chart Schedule and shall be updated weekly. Failure to submit a reasonable schedule as required may result in the County withholding payment to the Contractor.

**END OF SECTION**
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 2019. Where the Contract Documents, Project Special Provisions, or the CDOT Specifications contradict one another, the more stringent specification shall apply.

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 101.09 “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 (includes an extra day to replace Martin Luther King Day)
- Christmas (includes an extra day to replace Columbus Day)
- New Year’s Eve (to replace Colorado Day)

Verify with the project manager which days are considered the extra days.

When one of the holidays falls on a Sunday, the following Monday shall be considered a holiday. When one of the holidays falls on a Saturday, the preceding Friday shall be considered a holiday.

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

Subsection 101.48: “Pre-construction Conference” shall mean a meeting of Weld County personnel, Contractor project personnel, and other stakeholders held prior to the beginning of construction at which topics pertinent to the successful prosecution of the work are discussed.

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

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

Subsection 101.65: “Roadway Prism” shall be defined as the prism of embankment extending from toe of embankment slope to the opposite toe of embankment slope.

Subsection 101.76: “State” shall mean Weld County.

Subsection 101.96: “Substantial completion” shall mean the completion of all payable work as shown on the pay application. Only non-payable or minor items, as determined by Weld County, may be placed on the punch list.
2

REVISION OF SECTION 101
DEFINITION OF TERMS

All references to State, CDOT, and the Department of Transportation shall be defined as Weld County acting directly or through its duly authorized representative or agent.

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 https://www.weldgov.com/departments/purchasing/bids_proposals located under Bids / Proposals / Tabulations.

Delete the second paragraph and replace with:

“All bidders on the projects shall submit bids by the following method:

Bid Delivery to Weld County:

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 proposals have been opened, the winning bidder may obtain electronic sets of plans and special provisions (PDF, CAD files) at no cost from Weld County. Subcontractors and suppliers may obtain plans from the successful bidder.

END SECTION
Section 103 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 103.01 and replace with the following:

103.01 Consideration of Proposals. After the proposals (bids) are opened and read, they will be evaluated and the Contract awarded or rejected in accordance with the “Rules” referenced in subsection 102.01.

The low responsible bidder shall submit a completed CONTRACTORS PERFORMANCE CAPABILITY STATEMENT, Form 605, and a completed ASSIGNMENT OF ANTITRUST CLAIMS, Form 621 to the Award Officer prior to 4:30 P.M. on the fifth calendar day after the bid opening.

Failure to submit the Forms 605 and 621 may result in the denial of award to the apparent low responsible bidder and forfeiture of the proposal guaranty.

Subsection 103.01 shall be revised to include the following:

(a) Weld County Resident Bid Preference. A resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

Resident bidder means:

(1) A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal place of business in Weld County; or,

(2) A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado, which maintains a place of business in Weld County, and which has paid Colorado unemployment compensation taxes in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project.

To determine the resident bid preference status of a bidder, the bidder shall submit a completed Form 604 with the proposal. Failure to submit the residency Form with the proposal will be justification for and may result in the rejection of the proposal and forfeiture of the proposal guaranty.

The proposals will be treated as follows:

(1) All proposals will be checked for accuracy by the Department.

(2) The dollar amount of the checked proposal from nonresident bidders will be adjusted by a percentage equal to the percentage preference given or required by the state or foreign country of the bidder’s residency. If the state or foreign country does not give or require a residency preference, no adjustment in the proposal dollar amount will be made.

(3) Adjusted proposals from nonresident bidders will then be compared to proposals from resident bidders, and the bidder with the lowest total will be considered the apparent low bidder.

(4) Should a nonresident bidder be the apparent low bidder, in accordance with paragraph (3) above, an award will be made on the basis of the original proposal, not the adjusted proposal.

(5) The Department will proceed with its normal award procedure.

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 in the event of extraordinary circumstances. However, the County is under no obligation to approve said change orders. No-cost change orders, reduction-in-cost change orders, and County initiated change orders may occur.

The Contractor shall not be entitled to a change order for Differing Site Conditions. By way of example, Differing Site Conditions not eligible for a change order include 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. Increased costs due to ROW or easement acquisitions.
7. Discovery of septic systems, leach fields, or other ancillary wastewater infrastructure.
8. Discovery of unknown irrigation facilities, landscape irrigation systems, or water wells.
9. On-site soils not suitable for structural foundations or embankments.
10. Unsuitable materials excavation.
11. High water levels in the river due to stormwater runoff or snowmelt. The Contractor shall be expected to manage the risks associated with flows in the river in order to meet the project completion date.

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 the condition could not reasonably be worked around so as 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 professional 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 undertaken 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 or not 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 in excess of 150 percent or decreased below 25 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in
excess of 150 percent of original contract item quantity, or in case of a decrease below 25 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

Delete Subsection 104.05 and replace 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 Engineer. Backfill areas shall be graded such that the final grades are similar to the final grades as described in the Contract Drawings, unless otherwise directed by the Engineer.

The Contractor shall be responsible for removing all construction debris and trash from the jobsite on a daily basis. 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 5, 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:

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

\[
(gross \ savings) - (Contractor's \ engineering \ costs) - (Weld \ County's \ engineering \ costs) = (net \ savings)
\]

Contractor's total incentive = (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.
Section 105 of the Standard Specifications is hereby revised for the project as follows:

**Subsection 105.01 shall be revised to include the following:**

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

All employees shall have the skill and experience and any licenses or certifications required to perform the Work assigned to them. If the County determines in its sole discretion that any Person employed by the Contractor or by any Subcontractor is not performing the Work properly and skillfully, then, at the written request of the County, the Contractor or such Subcontractor shall remove such Person and such Person shall not be re-employed on the Project without the prior written approval of the County. If the Contractor or the Subcontractor fails to remove such Person(s) or fails to furnish skilled and experienced personnel for the proper performance of the Work, then the County may, in its sole discretion, suspend the affected portion of the Work by delivery of written notice of such suspension to the Contractor. Such suspension shall in no way relieve the Contractor of any obligation contained in the Contract Documents or entitle the Contractor to a Change Order.

Weld County in its sole discretion may require the Contractor to replace project management staff (Project Manager, Superintendent, Project Engineer, etc.) for any reason. This will also apply to all the Contractor’s subcontractors. At the written request of the County, the Contractor or such Subcontractor shall remove such Person(s) and such Person(s) shall not be re-employed on the Project without the prior written approval of the County. If the Contractor or the Subcontractor fails to remove such Person(s), then the County may, in its sole discretion, suspend the affected portion of the Work by delivery of written notice of such suspension to the Contractor. Such suspension shall in no way relieve the Contractor of any obligation contained in the Contract Documents or entitle the Contractor to a Change Order.

**Subsection 105.02 shall include the following paragraphs prior to Subsection 105.02(a):**

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

For the purposes of review, working drawings are the same as shop drawings and shall be reviewed in the same manner.

**Subsection 105.02(f), paragraph 3 shall be revised to include the following:**

The Contractor shall provide “As-Constructed” drawings prior to final payment. The As-Constructed drawings shall be completed in accordance with Section 121.2.3 of the CDOT Construction Manual and CDOT Procedural Directive 508.1 – Professional Engineer’s Stamp. The As-Constructed drawings shall be stamped, signed, and dated by a licensed professional engineer or professional land surveyor registered in the State of Colorado. References in Section 121.2.3 of the CDOT Construction Manual to the Project Engineer shall apply to the Contractor.

**Delete Subsection 105.03, paragraph 5 and replace with the following:**

When the Engineer or Inspector finds the Materials furnished, Work performed, or the finished product are not in conformity with the Contract Documents, and Weld County determines, in its sole discretion, that it has resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
Delete Subsection 105.03, paragraph 7 and replace with the following:

Materials will be sampled and tested by the Contractor in accordance with the sampling and testing schedules and procedures contained in the Contract Documents. The quantity represented by five consecutive random samples will constitute a lot whenever production schedules and material continuity permit. The Engineer may establish a lot consisting of the quantity represented by any number of consecutive random samples from one to seven inclusive when it is necessary to represent short production runs, significant Material changes, or other unusual characteristics of the Work. Tests that are determined to have sampling or testing errors will not be used.

The Contractor will not have the option of accepting a price reduction in lieu of producing Material that complies with the Contract Documents. Continued production of nonconforming Material will not be permitted. Material, which is obviously defective, may be isolated and rejected by Weld County without regard to sampling sequence or location within a lot. Rejected material shall be removed at the Contractor's expense.

Subsection 105.03 the two paragraphs following the TABLE OF PRICE REDUCTION FACTORS and starting with “If P is less…” shall be deleted and replaced as follows:

If P is a negative number quantity, the material will be accepted as being in conformity. In cases where one or more elements show a positive P value, such positive values will be added and the resulting sum will be used to determine the total P value. If the total P value is between 0 (zero) and 25, the Engineer may require correction or may accept the material at a reduced price. If P is greater than 25, the Engineer may: (1) require complete removal and replacement with specification material at no additional cost to the Department; (2) require corrective action to bring the material into conformity at no additional cost to the Department; or (3) where the finished product is found to be capable of performing the intended purpose and the value of the finished product is not affected, permit the Contractor to leave the material in place with an appropriate price reduction to be based on engineering evaluation but not to be less than that which have occurred had a reduction been made where P=25.

If the P for aggregate gradation for items 206, 304, or the gradation of hydrated lime for item 403 is 0 (zero) or greater the reduction will apply to the contract price multiplied by the Multipliers (M) listed in the following table:

Table 105-5, “V” Factors and Incentive Payments – Flexural Strength Criteria shall be revised as follows:
The Lower Tolerance Limit, Tₜ, shall be 650 psi.

Subsection 105.07(b)(1) shall be revised as follows: Change all references to email addresses to the Engineer’s email address.

Subsection 105.07(e) shall be revised as follows: Delete paragraph 1 and replace with the following:

The Department will analyze the SA testing for acceptance and indicate areas requiring corrective work in accordance with subsection 105.07(b). The Engineer, at their sole discretion, shall determine the most effective corrective action outlined in items 1-3 below. The Contractor shall provide a detailed method statement describing the corrective actions to be taken for the corrective work. Corrective work shall not be performed until the method statement has been approved in writing by the Engineer. The Contractor shall perform corrective work in the areas indicated by the SA testing.
Subsection 105.07(e)(3), paragraph 5 shall be revised as follows: Delete paragraph 5 and replace with the following:

For HMA pavements, the entire ground area of the final pavement surface shall be covered in a chip seal conforming to Section 409 of the Specifications when grinding is complete and after final SA testing is complete. In instances where diamond grinding is minimal, the Engineer, at their sole discretion, may allow the final pavement surface to be covered with a Tack Coat conforming to Section 407 of the Specifications when grinding is complete and after final SA testing is complete.

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

These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

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

(a) Contract Documents including Exhibits, Addenda, and Appendices
(b) Special Provisions
   i. Weld County Special Provisions
   ii. CDOT Project Special Provisions
   iii. CDOT Standard Special Provisions
   iv. CDOT Field Materials Manual (Latest Edition)
   v. CDOT Construction Manual (Latest Edition)
(c) CDOT Standard Specifications
(d) Plans
   i. Detailed Plans
   ii. Standard Plans

Calculated dimensions will govern over scaled dimensions

Where the Contract Documents, Project Special Provisions, or the CDOT Specifications contradict one another, the more stringent specification shall apply. Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within the Contract Documents, the County shall have the right to determine, in its sole discretion, which requirement(s) apply. The Contractor shall request the County’s determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict.

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

The fact that the Contract Documents omit or mis-describe any details of any work which is necessary to carry out the intent of the Contract Documents, that are customarily performed under similar circumstances, shall not relieve the Contractor from performing such omitted work or mis-described details of the work, and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a change order except as specifically allowed.
Subsection 105.22 shall be revised to include the following:

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

Subsection 105.24 shall be amended as follows:

Delete all references to CDOT and replace with Weld County.

Delete the fourth paragraph and replace with the following:

Non-binding arbitration or litigation proceedings must commence with 180-calendar days of the Chief Engineer’s decision, absent written agreement otherwise by both parties.

Delete the fifth paragraph and replace with the following:

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

Subsection 105.24(c) is amended as follows:

Delete reference to CDOT Audit Unit and replace with the following:

Weld County Board of Commissioners, 1150 O Street, Greeley, Co. 80632

Delete Subsection 105.24(f) and replace with the following:

If the Contractor disagrees with the Chief Engineer's decision, the Contractor may initiate de novo litigation or non-binding arbitration to finally resolve the claim that the Contractor submitted to Weld County. Such litigation or arbitration shall be strictly limited to those claims that were previously submitted and decided in the contractual dispute and claims processes outlined herein. This does not preclude the joining in one litigation or arbitration of multiple claims from the same project provided that each claim has gone through the dispute and claim process specified in subsections 105.22 through 105.24. The parties may agree, in writing, at any time, to pursue some other form of alternative dispute resolution.

Any offer made by the Contractor or the Department at any stage of the claims process, as set forth in this subsection, shall be deemed an offer of settlement pursuant to Colorado Rule of Evidence 408 and therefore inadmissible in any litigation or arbitration.

If the Contractor selected litigation, then de novo litigation shall proceed in accordance with the Colorado Rules of Civil Procedure and the proper venue is the Colorado State District Court in and for Weld County, unless both parties agree to the use of arbitration.

If the Contractor selected non-binding arbitration, or if both parties subsequently agreed to merit binding arbitration, arbitration shall be governed by the modified version of ARBITRATION PROVIDER’S Construction Industry Arbitration Rules which follow. Pursuant to the modified arbitration rules (R35 through R39), the arbitrators shall issue a decision with regard to entitlement and a non-binding decision with regard to quantum. If either party disagrees with the decision on quantum, the disagreeing party may seek a trial de novo in Weld County District Court with regard to quantum only.

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

Subsection 107.06 shall be revised to include the following:

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

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

Subsection 107.15(b) shall be revised to include the following:

If the project has State or Federal funding, the insurance certificates shall name Weld County (Weld) and CDOT as additionally insured parties. Depending upon the funding source, it may be necessary to include additional insured parties.

If the project has no State or Federal funding, the insurance certificates shall name Weld County as an additional insured party.

Subsection 107.17 shall be revised to include the following before the first paragraph:

When working in a waterway, the Contractor shall assess and understand the risk of working within waterways. Such risks include but are not limited to: floods, high groundwater, and fluctuation in flows. The Contractor shall be responsible for constructing and maintaining all temporary facilities within the waterway such as cofferdams and diversion of channel flows. Such work shall be subsidiary to other items of work.

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

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

Subsection 107.19 shall be revised to include the following:

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

The Contractor’s attention is directed to this subsection:

Subsection 107.25 shall be revised to include the following prior to the first sentence:

The requirements as called out in this subsection will be strictly enforced.
2

REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

If the area of disturbance for the project is less than one acre, Subsection 107.25(b)(6), paragraph two shall be deleted and replaced with the following:

The Contractor shall record the location of potential pollutants on the plans. Descriptions of the potential pollutants shall be submitted for approval.

If the area of disturbance for the project is less than one acre, Subsection 107.25 (c) shall be deleted and replaced with the following:

A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) is not required for this project.

The Engineer will coordinate with CDOT Maintenance and the Region Water Pollution Control Manager as necessary prior to initiating partial or final acceptance of the stormwater construction work, including soil conditioning and seeding for permanent stabilization. Unsatisfactory and incomplete erosion control work will be identified in this walkthrough and will be summarized by the Engineer in a punch list.

If the area of disturbance for the project is greater than one acre, Subsection 107.25(c), paragraph one shall be deleted and replaced with the following:

The Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) shall be obtained by the Contractor. The Contractor and Weld County will be co-permittees. The Contractor shall coordinate with Weld County to become the Operator permittee of the respective permit upon award of the Contract. The Contractor shall provide a copy of permit certification as the Operator to the Engineer prior to or at the Pre-construction Conference. No work shall begin until the CDPS-SCP permit with Owner and Operator has been approved by CDPHE. A copy of the permit shall be placed in the project SWMP. The Contractor shall be responsible for complying with the applicable requirements of this permit. Per 107.25(d)(2), should any fines be levied by CDPHE, the Contractor shall be responsible for all such fines. The Contractor shall provide an Erosion Control Supervisor (ECS) for this project.

END OF SECTION
Section 108 of the Standard Specifications is hereby revised for this project as follows:

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

The Bar Chart or Initial Schedule shall be submitted at least 10 working days prior to the start of the work. The Engineer’s review of the Schedule will not exceed two working days. Work shall not begin until the Schedule is accepted in writing, unless otherwise approved by the Engineer.

**Subsection 108.03 shall include the following after 108.03(i):**

(j) Method Statements. A Method Statement shall be prepared for the controlling activities in the CPM, salient features listed in the Commencement and Completion of Work special provision, or as directed by the Engineer. The Method Statement shall include any additional activity or feature that the Engineer considers to be a controlling factor for timely completion. The Method Statement shall be a detailed narrative describing each activity or feature and all work necessary to complete it. The Contractor shall include the following information in the Methods Statement:

1. Feature name;
2. Who is responsibility for the feature work (Contractor, subcontractor, supplier, utility, etc.);
3. Detailed description of the planned work procedures. The procedures to be used shall include information such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed due to seasonal or project phasing requirements, such differing procedures shall be described in the statement;
4. The planned quantity of work per day for each feature using the same units of measure as the applicable pay item;
5. The anticipated labor force required by labor type;
6. The number, types, and capacities of equipment planned for the work; and
7. The planned time for the work including the number of work days per week, number of shifts per day, and the number of hours per shift.

At the Engineer’s discretion, the Contractor shall update the Method Statement or any part thereof and resubmit it to the Engineer for review and approval.

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

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

In the event, the weekend construction operations involve inspectable work (operations requiring a construction inspector), the Contractor shall provide a credit on the next pay application to the County. The amount credited shall be $400.00 for the first four hours (four hours minimum) and $100.00 per hour per day thereafter for each Inspector or Engineer required to perform inspections on the inspectable work.
Construction operations shall stop at 5 p.m. the day before the start of the holiday weekend. Construction operations may resume after the holiday weekend has passed. The Contractor shall only make emergency repairs and provide proper protection of the work and the traveling public on the holiday weekend days.

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

*Calendar Day Contract.* When the work is on a calendar day basis, one calendar day of contract time will be assessed for each calendar day from the date that Contract time starts. Calendar Day Contracts have been adjusted prior to bid advertisement to account for no work on Saturdays, Sundays, and holidays by increasing the calendar days by the appropriate number of days. As stated in subsection 108.08, no inspectable construction operations shall occur on Saturdays, Sundays, and holidays unless prior approval has been granted. No weather days or less than full time charges days will be granted in this contract.

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

When the Contract specifies a completion date, all work under the Contract shall be completed on or before the date specified. As stated in subsection 108.08, no inspectable construction operations shall occur on Saturdays, Sundays, and holidays unless prior approval has been granted. No extension of the completion date will be allowed for inclement weather, foreseeable causes, or conditions under the control of the Contractor. If all work under the Contract is not completed on or before the specified completion date, contract time will be assessed for each additional calendar day in accordance with subsection 108.8(a)(2) and liquidated damages will be assessed to the Contractor per day, per the table in subsection 108.09 until the completion of the project. Completion Date Contracts have been adjusted prior to bid advertisement to account for Saturdays, Sundays, and holidays by adjusting the completion date by the appropriate number of days. No weather days shall be given.

Subsection 108.09 shall include the following after the first paragraph:

Upon issuance of the Notice of Final Acceptance, the Contractor shall submit all required paperwork required to close out the project within 20 days. Failure to provide the required paperwork will result in the assessment of liquidated damages as outlined below.

In subsection 108.09 delete the schedule of liquidated damages and replace with the following:

<table>
<thead>
<tr>
<th>Original Contract Amount ($)</th>
<th>Liquidated Damages per Calendar Day ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From More Than</td>
<td>To and Including</td>
</tr>
<tr>
<td>0</td>
<td>500,000</td>
</tr>
<tr>
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<td>10,000,000</td>
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<td>10,000,000</td>
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</tr>
</tbody>
</table>

END OF SECTION
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

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

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

All materials (304 - Class 6 Base Course, 403 HMA, etc.) delivered to the project site that have been weighed by a certified scale, will be issued tickets by the source certified weigh master. These tickets will be collected and compiled by a representative of the Contractor at the project’s placement site. Tickets will be made available for inspection during placement to the Engineer or Inspector at all times. The Contractor will submit, in an envelope, within 48 hours of material placement, the following:

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

Material quantity discrepancies, such as waste or rejected loads will be tracked on the reconciliation sheet submitted by the contractor. Contractor will be made aware of any discrepancy immediately by the inspector.

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

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

In Subsection 109.01 after the last paragraph add the following:

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

1. New materials (if required) for resetting fences
2. Clearing and grubbing
3. Stockpiling of topsoil
4. Redistribution of topsoil
5. Erosion Control
6. Seeding
7. Hydraulic growth medium
8. Mulching
9. Fine grading
10. Soil conditioner
11. Fertilizer
12. Staging areas
13. Additional temporary construction easements if desired by the Contractor
14. Coordination with utility companies
15. Concrete for tower footing
16. Additional hardware required for tower installation
17. All water
Subsection 109.06(a) – Delete the second sentence beginning with “The amount to be 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 contract amount. No retainage shall be released prior to Final Acceptance.

Delete subsection 109.06(e) and replace with the following:

(e) Prompt Payment. The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from the Local Public Agency (LPA). For the purpose of this section only, work shall be considered satisfactorily complete when the LPA has made payment for the work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. If the Contractor or its subcontractors fail to comply with this provision, the Engineer will not authorize further progress payment for work performed directly by the Contractor or the noncompliant subcontractor until the required payments have been made. The Engineer will continue to authorize progress payments for work performed by compliant subcontractors.

Delete subsection 109.06(f)5 and replace with the following:

5. In determining whether satisfactory completion has been achieved, the Contractor may require the subcontractor to provide documentation such as certifications and releases, showing that all laborers, lower-tiered subcontractors, suppliers of material and equipment, and others involved in the subcontractor’s work have been paid in full. The Contractor may also require any documentation from the subcontractor that is required by the subcontract or by the Contract between the Contractor and the LPA or by law such as affidavits of wages paid, material acceptance certifications and releases from applicable governmental agencies to the extent that they relate to the subcontractor’s work.

Delete subsection 109.06(f)8 and replace with the following:

8. If additional quantities of a particular item of work are required at a later date after final measurement has been made, the Contractor shall perform this work in accordance with Contract requirements and at unit bid prices.

For this subsection only, satisfactory completion of all work described on CDOT Form No. 205 is when all tasks called for in the subcontract as amended by changes directed by the Engineer have been accomplished and documented as required by the LPA.

The requirements stated above do not apply to retainage withheld by the LPA from monies earned by the Contractor. The LPA will continue to process the release of that retainage based upon the completion date of the project as defined in the Commencement and Completion of Work special provision.

Delete subsection 109.06(f)9 and replace with the following:

9. If during the prosecution of the project a portion of the work is partially accepted in accordance with subsection 105.21(a), the Contractor shall release all subcontractors’ retainage on the portion of the partially accepted work performed by subcontractors. Prior to the LPA releasing the Contractor’s retainage on work that has been partially accepted in accordance with subsection 105.21(a), the Contractor shall submit to the Engineer a certified statement for each subcontractor that has participated in the partially accepted work. The statement shall certify that the subcontractor has been paid in full for its portion of the partially accepted work.
including release of the subcontractor’s retainage. The statement shall include the signature of a legally responsible official for the Contractor, and the signature of a legally responsible official for the subcontractor.

Delete subsection 109.06(g) and replace with the following:

(g) **Good Cause Exception.** If the Contractor has “good cause” to delay or withhold a subcontractor’s progress payment, the Contractor shall notify the LPA and the subcontractor in writing within seven calendar days after receiving payment from the LPA. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the subcontractor must meet to receive payment. “Good cause” shall include but not be limited to the failure of the subcontractor to make timely submission of required paperwork.

Delete subsection 109.06(h) and replace with the following:

(h) **Monthly Reporting.** On a monthly basis, the Contractor shall submit the Form 1418, Monthly Payment Report, to the Engineer along with the project schedule updates, in accordance with subsections 108.03(g). Failure to submit a complete and accurate Form 1418 shall be grounds for LPA to withhold subsequent payments or retainage from the Contractor.

The Contractor shall submit the Form 1418, Monthly Payment Report, along with the project schedule updates, in accordance with subsections 108.03 (b) or 108.03 (c)(3). Failure to submit a complete and accurate Form 1418 shall be grounds for County to withhold subsequent payments or retainage to the Contractor.

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 actually incorporated in the work unless otherwise approved by the Engineer.

END OF SECTION
Section 201 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 201.02 shall be revised to include the following:**

This work shall include removal and disposal of tree stumps, bushes, roots, sod, and any other vegetation or organics that interferes with the work.

This work shall include removal and disposal of all minor items for which there is no specific “removal bid item”, including but not limited to wooden posts, metal posts, fence posts, concrete and metal drainage items. Also included in this bid item is the removal of the following items:

This work shall include removal of:

1. All trash, glass, cans, barrels, construction materials, and any other non-organic materials that interferes with the work.
2. All foundations, pavements, utility poles, fences, underground utilities, and other deleterious materials.
3. Sediment from existing pipes.
4. Delineators.
5. Gravel from access roads, and
6. Trees smaller than 2" DBH. Trees and shrubs designated to be removed shall include the entire root ball and all roots larger than ½" diameter.

**Subsection 201.04 shall be revised to include the following:**

Clearing and grubbing shall be incidental to the installation of item 614 Roadway Weather Tower.

Any dump fees or other fees associated with Clearing and Grubbing shall be considered subsidiary to this bid item.

Removal of delineators shall be included as part of the work and will not be paid for separately.

END OF SECTION
REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Delete Subsection 203.02(a) and replace with the following:

(a) Unclassified Excavation. Unclassified excavation shall consist of the excavation of all materials of whatever character required for the work, obtained within the temporary construction easement as shown on the plans, including surface boulders and excavation for ditches and channels that is not removed under some other item. Any excess soil materials generated from excavation shall become the property of the Contractor and shall be hauled out of the project site and disposed of at a disposal site approved by the Weld County Inspector.

Unclassified Excavation (Complete in Place): Complete-in-place excavation shall consist of the excavation of all materials of whatever character required for the work, obtained within the temporary construction easement as shown on the plans, including surface boulders and excavation for ditches and channels that is not removed under some other item. Approved in-place excavation material shall be placed in embankments per the Plans and Specifications.

Delete Subsection 203.02(c) and replace with the following:

(c) Removal of Unsuitable Material. The removal of unsuitable material shall only be completed as directed by the County and shall be considered muck excavation. The replacement material for areas of muck excavation shall meet the requirements of Embankment with a minimum R-value of 20, Asphalt Pavement Millings, Aggregate Base Course (Class 6), and/or Geotextile (Reinforcement).

Subsection 203.03 replace the first sentence with the following:

All embankment material shall consist of material that has been obtained from required excavation or from an approved source. The Contractor shall not obtain embankment material, other than the developed from suitable materials excavated on site, without written approval of the Project Inspector. Material excavated at the project site may be used if approved by Weld County Inspector or Engineer.

Subsection 203.03 replace all reference to CDOT’s lab with Weld County Lab

In Subsection 203.06 delete the 4th paragraph and replace with the following:

The cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 8 inches or as specified in the contract, the moisture content increased or decreased as necessary, and compacted to the specified embankment density for the material type present.

In subsection 203.07 add the following:

It is anticipated that the majority of soil excavated on this project will be raked out onto the site. Unsuitable excavation materials produced from muck excavation and pipe installation shall be hauled off the jobsite.

In subsection 203.07(a), paragraph 2, add the following:

A Sheepsfoot compactor shall not be used on A-1 material containing less than 30% retained on the ¾-inch sieve. Based on the Western Alliance for Quality Transportation Construction (WAQTC) inspection guidelines, the appropriate equipment to use on granular soils such as an A-1 soil, a steel vibratory roller or pneumatic rubber-tired roller. Sheepsfoot rollers are appropriate for materials composed of cohesive soils and clay rich non-durable bedrock.
In subsection 203.08 Proof-rolling, delete the third paragraph and replace with the following:

The proof roller shall be operated in a systematic manner so that a record may be readily kept of the area tested and the working time required for the testing. Repair to the satisfaction of Engineer, areas that are observed to have soft spots in the subgrade or where deflection is not uniform or is deemed excessive as determined by the Engineer. The repair may involve muck excavation, geogrid reinforcement, replacement of excavated materials, or other methods as directed by the Engineer. After replacement and re-compaction, these areas may be proof rolled again if deemed necessary by the Engineer. The surface shall be maintained in a smooth condition, free from undulations and ruts, until other work is placed thereon or the work is accepted.

After the subgrade has been stabilized, the Contractor shall perform proof rolling in accordance with subsection 203.08. Final proof rolling will take place a maximum of two days (48 hours) after all mechanical stabilization or unbound aggregate work has been completed, unless otherwise approved by the Engineer. Final proof rolling will take place a minimum of two days after all lime or other chemical stabilization work has been completed, unless otherwise approved by the Engineer.

Add the following paragraph as subsection 203.08(a) Finishing:

The finished surface shall be smooth and uniform conforming to the typical sections. Variation from the stabilized subgrade plan elevations shall not exceed 0.04 feet. All irregularities, depressions, or weak spots, which develop, shall be corrected at the Contractor’s expense. The surface shall be maintained in a smooth condition, free from undulations and ruts until other work is placed thereon or the work is accepted. No separate payment will be made for areas of unsuitable material excavation, geogrid reinforcement, or replacement of excavated materials.

Subsection 203.11 shall be revised to include the following:

The quantities for Embankment (Complete in Place) will not be measured, but will be the quantity designated in the Contract, unless field changes are ordered. If field changes are ordered, the quantities will be calculated using the revised dimensions and the additional volume of material shall be approved in writing by the Project Inspector prior to beginning the work. No allowances shall be made for shrinkage, swell, subsidence due to compaction of the existing ground or any other losses.

Subsection 203.12 shall be revised to include the following:

Payment for Embankment (Complete in Place) shall be full compensation for all work necessary to complete the earthwork to place the Roadway Weather Tower. This includes scarification, wetting and drying of soils to obtain optimum moisture content, compaction, testing, and hauling and disposal of excess or unsuitable materials off the jobsite.

Excavation and embankment shall be incidental to the installation if item 614 Roadway Weather Tower.

END OF SECTION
Section 207 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 207.01 shall be revised to include the following:**

This work consists of removing existing on-site topsoil material, stockpiling the existing topsoil material and redistributing the existing topsoil material onto the re-graded slopes at a depth of four (4) inches minimum. The topsoil material shall be generally evenly distributed throughout the project limits. Any excess topsoil generated from this project shall become the property of the Contractor and shall be hauled off the Project.

**Subsection 207.02(a) shall be added immediate after Section 207.02:**

The source of topsoil for this project is undesignated. Topsoil can be salvaged from the project site or imported. Imported topsoil shall be approved by the County before use. The Contractor shall submit a 1-pound sample of the product four (4) weeks before its use on the project site for the County’s approval. A Certificate of Compliance shall be provided to the County to verify the organic matter content, pH and carbon matter to nitrogen ratio. Soil tests shall be method of Soil Analysis used at the Colorado State University Soil Testing Laboratory.

Topsoil salvaged from the project site must be amended/conditioned to meet the requirements of this specification.

The topsoil shall have an acidic reaction of 6.0 to 7.5 pH and shall contain between 1 and 4 percent well composted organic matter. Any organic amendments shall include the following:

An organic product containing a mixture of well-rotted/composted cow or sheep manure and or composted aspen humus or wood residue or approved equal (sphagnum or native mountain peat is not acceptable). Organic product that has been aerobically and naturally processed in such a manner as to maintain a consistent temperature of 140 degrees Fahrenheit 60 degrees Celsius or greater for a period of time that is long enough to accomplish the following specifications:

1. The windrows of composted organic amendment (cow or sheep manure) have to be composted for 70 to 90 days. Certification must be provided to prove the product has gone through this process.
2. Eradicate harmful pathogens including coliform bacteria.
3. Free from noxious weeds or their seeds or any plant, root or seeds that would be toxic or harmful to growth.
4. Create a carbon to nitrogen ratio of no less than 15/1 to 25/1.
5. Contain no solid particle greater than 13 mm ½" in diameter.
6. Have a non-offensive smell like fresh turned soil.
7. Contain no significant level of dirt or soil and contain a maximum of 30% composted wood residue (pine or aspen wood) (saw dust is unacceptable).
8. The pH after composting shall be between 5.0 and 7.5 with an organic matter content of not less than 30%.
9. Soluble salts shall not be greater than 3mmhos/cm.

Topsoil shall contain the following minimum ammonium DTPA (chelate) extractable nutrients (this is the extracting solution used by CSU Soil Testing Laboratory).

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>ppm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen</td>
<td>5 ppm Air Dried Basis</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Potassium</td>
<td>30 ppm</td>
</tr>
<tr>
<td>Iron (Fe)</td>
<td>5 ppm</td>
</tr>
</tbody>
</table>
Topsoil shall not include any minerals or elements detrimental to plant growth. Soluble salts measured in saturation extract shall be less than 3 mmhos/cm.

**Subsection 207.04 delete the last paragraph and replace with the following:**

Imported Topsoil and Topsoil salvaged from the roadways that meets the requirements of Section 207 will be measured by the cubic yard. The volume of Topsoil will be determined by measuring the area in which the Topsoil is placed and multiplying the area by 0.33 feet.

**Subsection 207.04 shall be revised to include the following:**

The addition of manure or soil amendments needed to bring the topsoil into conformance with the specifications will not be measured and paid for separately but shall be included in the work. Stockpile topsoil activities shall be included in the price of the work. Soil analysis shall not be paid for separately but shall be included in the cost of the work.

Loading and hauling to redistribute stockpiled topsoil uniformly throughout the project limits shall not be measured and paid for separately but shall be included in the work.

**Subsection 207.05 shall be revised to include the following:**

Payment for Topsoil shall include imported Topsoil and Topsoil salvaged from the work site and placed in stockpiles or windrows, and subsequently placed upon completed cut and fills slopes. Salvaged Topsoil shall meet the requirements of this specification. **All materials and work required to amend salvaged Topsoil so that it meets the requirements of Section 207 shall be included in the unit price bid for item 614 Roadway Weather Tower. All work required for Topsoil shall be included in the unit price bid for item 614 Roadway Weather Tower.**

**END OF SECTION**
Section 208 of the Standard Specifications is hereby deleted for this project and replaced with the following:

**DESCRIPTION**

**208.01** This work consists of constructing, installing, maintaining, and removing when required, control measures during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined in subsection 107.25, including wetlands.

Stormwater runoff from all disturbed areas and soil storage areas for which permanent or interim stabilization is not implemented, must flow to at least one control measure to minimize sediment in the discharge. This shall be accomplished through filtering, settling, or straining. The control measure shall be selected, designed, installed, and adequately sized in accordance with good engineering, hydrologic, and pollution control practices. The control measures shall contain or filter flows in order to prevent the bypass of flows without treatment and shall be appropriate for stormwater runoff from disturbed areas and for the expected flow rate, duration, and flow conditions (i.e., sheet or concentrated flow).

The Contractor shall coordinate the construction of temporary control measures with the construction of permanent control measures to assure economical, effective, and continuous erosion and sediment control throughout the construction period.

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall *at once* begin affecting completion of the action and pursue it to completion in a manner acceptable to the Engineer, and in accordance with the Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) requirements. *If immediate corrective actions cannot be taken, the Contractor shall immediately ask for a deferment by providing the information outlined in Section 208.09(c) for review by the Engineer.*

**MATERIALS**

**208.02** Erosion control materials are subject to acceptance in accordance with subsection 106.01. Erosion control materials shall be subject to the following approval process:

<table>
<thead>
<tr>
<th>Material</th>
<th>Approval Process</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erosion Bales (Weed Free)</td>
<td>COC</td>
<td>The Contractor shall provide a transit certificate number, or a copy of the transit certificate as supplied from the producer.</td>
</tr>
<tr>
<td>Silt Fence</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Silt Berm</td>
<td>APL</td>
<td></td>
</tr>
<tr>
<td>Erosion Log (Type 1, Type 2, and Type 3)</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Silt Dikes</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Pre-fabricated Concrete Washout Structures</td>
<td>APL</td>
<td></td>
</tr>
<tr>
<td>(above ground)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-fabricated Vehicle Tracking Pad</td>
<td>APL</td>
<td></td>
</tr>
<tr>
<td>Aggregate Bag</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Storm Drain Inlet Protection (Type I, II, and III)</td>
<td>APL</td>
<td></td>
</tr>
</tbody>
</table>

*COC = Certificate of Compliance; APL= Approved Product List*
The material for control measures shall conform to the following:

(a) **Erosion Bales.** Material for erosion bales shall consist of Certified Weed Free hay or straw. The hay or straw shall be certified under the Colorado Department of Agriculture Weed Free Forage Certification Program and inspected as regulated by the Weed Free Forage Act, Title 35, Article 27.5, CRS. Each certified weed free erosion bale shall be identified by blue and orange twine binding the bales.

The Contractor shall not place certified weed free erosion bales or remove their identifying twine until the Engineer has inspected them.

The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the Colorado Department of Agriculture, Weed Free Forage Program, 305 Interlocken Pkwy, Broomfield, CO 80021. Contact the Weed Free Forage Coordinator at (303) 869-9038. Also available at www.colorado.gov/ag/csd.

Bales shall be approximately 5 cubic feet of material and weigh at least 35 pounds. Stakes shall be wood and shall be 2 inch by 2 inch nominal.

(b) **Silt Fence.** Silt fence posts shall be wood with a minimum length of 46 inches. Wood posts shall be 1.5 inch width by 1.5 inch thickness actual dimensions with 1/8 inch tolerance. Geotextile shall be attached to wood posts with three or more staples per post.

Silt fence geotextile shall conform to the following requirements:

<table>
<thead>
<tr>
<th>Physical Requirements for Silt Fence Geotextiles</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property</strong></td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td>Grab Strength, lbs</td>
</tr>
<tr>
<td>Permittivity sec-1</td>
</tr>
<tr>
<td>Ultraviolet Stability</td>
</tr>
</tbody>
</table>

**Silt Fence (Reinforced).** Silt fence posts shall be metal "studded tee" T-post with a minimum length of 66 inches. Metal posts shall be "studded tee" with 0.095 inch minimum wall thickness. Wire fabric reinforcement for the silt fence geotextile shall be a minimum of 14 gauge with a maximum mesh spacing of 6 inches. Geotextile shall be attached to welded wire fabric with ties or nylon cable ties at 12 inches on center at top, middle and bottom wire. Welded wire fabric shall be attached to the post with a minimum three 12 gauge wire ties per post. Vinyl or rubber safety caps shall be installed on all T-post.

(c) **Temporary Berms.** Temporary berms shall be constructed out of embankment (subsoil) and not out of salvaged topsoil.

(d) **Temporary Slope Drains.** Temporary slope drains shall consist of fiber mats, plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber, or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to Section 506. Erosion control geotextile shall be a minimum Class 2, conforming to subsection 712.08.
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EROSION CONTROL

(e) *Silt Berm.* Silt berm shall consist of permeable multi-use material consisting of ultraviolet (UV) stabilized high-density polyethylene or other approved material effective in reducing water velocity. Designed and tested system shall be installed on a Turf Reinforcement Mat or Soil Retention Blanket in accordance with Section 216. The segment shall be secured to the ground with either metal or wood stakes. Minimum requirements for securing stakes shall be in accordance with industry practices. Dimensions of individual segments shall meet the following criteria:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>6 - 11 inches</td>
</tr>
<tr>
<td>Height</td>
<td>6 - 10 inches</td>
</tr>
<tr>
<td>Weight</td>
<td>&gt; 0.25 lbs./sq. ft.</td>
</tr>
<tr>
<td>Percent Open Area</td>
<td>20 – 50%</td>
</tr>
</tbody>
</table>

(f) *Rock Check Dam.* Rock Check dams shall be constructed of stone. Stone shall meet the requirements of Section 506.

(g) *Sediment Trap.* In constructing an excavated sediment trap, excavated soil may be used to construct the dam embankment, provided the soil meets the requirements of subsection 203.03. Outlet protection riprap shall be the size specified in the Contract and shall conform to Section 506. Erosion control geotextile shall be a minimum Class 1, conforming to subsection 712.08.

(h) *Erosion Logs.* Erosion logs shall be one of the following types unless otherwise shown on the plans:

1. Erosion Log (Type 1) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photodegradable tube netting. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

2. Erosion Log (Type 2) shall consist of cylinder casings filled with Erosion Log (Type 2) Compost in accordance with subsection 212.02. The compost-wood chip blend may be pneumatically shot into a geotextile cylindrical casing or be pre-manufactured. The geotextile casing shall consist of HDPE or polypropylene mesh (knitted, not extruded) with openings of ⅛ to ⅜ inch and contain the compost-wood chip material while not limiting water infiltration.

3. Erosion Log (Type 3) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, 100 percent natural fiber cylinder netting (compostable) and shall have minimum dimensions as shown in Table 208-1, as needed to prevent erosion. Netting shall be a woven cotton or cellulose base mesh that has an approval to compost certification with a maximum mesh size of 0.075 inches and index values as shown in Table 208-2. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

Natural compostable fiber netting shall not contain any synthetic material woven into the netting such as polypropylene, nylon, polyethylene, or polyester dyes. Oxo-degradable or oxo-biodegradable petrochemical-based fiber shall not be part of the netting material. Burlap netting material shall not be used for Erosion Log (Type 3).

Erosion Log (Type 1, Type 2, and Type 3) shall have minimum dimensions as shown in Table 208-1, based on the specified diameter of the log.
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Table 208-1
Dimensions of Erosion Logs

<table>
<thead>
<tr>
<th>Diameter Type 1 &amp; 3 (Inches)</th>
<th>Diameter Type 2 (Inches)</th>
<th>Length (feet)</th>
<th>Weight (minimum) (pounds/foot)</th>
<th>Stake Dimensions (Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>8</td>
<td>10-180</td>
<td>1.6</td>
<td>¾ thickness by ¾ width by 18 long</td>
</tr>
<tr>
<td>12</td>
<td>12</td>
<td>10-180</td>
<td>2.5</td>
<td>1.5 thickness by 1.25 width by 24 long</td>
</tr>
<tr>
<td>20</td>
<td>18</td>
<td>10-100</td>
<td>4.0</td>
<td>1.5 thickness by 1.25 width by 30 long</td>
</tr>
</tbody>
</table>

Wood stake acceptable tolerance +/- 1/8 inch.

Table 208-2
Index Values for Natural Fiber Netting

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fabric Tensile Strength</td>
<td>&gt;70 lbs.</td>
<td>ASTM D3822</td>
</tr>
<tr>
<td>Biodegradable</td>
<td>100%</td>
<td>ASTM D5988</td>
</tr>
<tr>
<td>Mesh Pattern</td>
<td>Rib</td>
<td></td>
</tr>
</tbody>
</table>

Stakes to secure erosion logs shall consist of pinewood or hardwood.

(i) *Silt Dikes.* Silt dikes shall be pre-manufactured flexible sediment barrier that will fully rebound when driven over by heavy equipment. Material shall consist of outer geotextile fabric covering closed cell urethane or polyethylene foam core. The geotextile fabric aprons shall extend beyond the foam core a minimum of 8 inches on both sides.

Table 208-3
Geotextile Requirements

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Flow Rate</td>
<td>100-150 gallons per minute/square foot</td>
<td>ASTM D4491</td>
</tr>
<tr>
<td>Grab Breaking Load</td>
<td>200 lbs. minimum in each direction</td>
<td>ASTM D4632</td>
</tr>
<tr>
<td>Ultraviolet Degradation</td>
<td>70% of original unexposed grab breaking load after 500 hours</td>
<td>ASTM D4595</td>
</tr>
</tbody>
</table>

Each silt dike segment shall have the following dimensions:

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vertical height after installation</td>
<td>&gt;5 inches</td>
</tr>
<tr>
<td>Geotextile sleeve section to interlock segments</td>
<td>&gt;8 inches</td>
</tr>
</tbody>
</table>

Silt dike segments shall be anchored down using the minimum requirements shown in Table 208-4.
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Table 208-4
Silt Dike Segment Requirements

<table>
<thead>
<tr>
<th>Surface</th>
<th>Nail</th>
<th>Washers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Surface</td>
<td>Installed in 4-inch deep trench with 6-inch nails no more than 4 feet O.C. (on center) 1-inch concrete nails no more than 4 feet O.C.</td>
<td>1-inch washers</td>
</tr>
<tr>
<td>Hard Surface</td>
<td></td>
<td>1-inch washers and solvent-free adhesive</td>
</tr>
</tbody>
</table>

(j) *Concrete Washout Structure.* The Contractor shall construct a washout structure that will contain washout from concrete placement, construction equipment cleaning operations, and residue from cutting, coring, grinding, grooving, and hydro-concrete demolition. Embankment required for the concrete washout structure may be excavated material, provided that this material meets the requirements of Section 203 for embankment. If the bottom of the excavated structure is within 5 feet of anticipated high ground water elevation or the soil does not have adequate buffering capacity to meet water quality standards, an impermeable synthetic liner shall be installed with the minimum properties shown in Table 208-5.

Table 208-5
Impermeable Synthetic Liner Requirements

<table>
<thead>
<tr>
<th>Tested Property</th>
<th>Test Method</th>
<th>Units</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness</td>
<td>ASTM D5199</td>
<td>mil</td>
<td>&gt;30 +/- 1.5</td>
</tr>
<tr>
<td>Tear Strength</td>
<td>ASTM D1004</td>
<td>lbs</td>
<td>&gt;8</td>
</tr>
<tr>
<td>Low Temperature Impact</td>
<td>ASTM D1790</td>
<td>°F</td>
<td>Pass at -20</td>
</tr>
</tbody>
</table>

(k) *Pre-Fabricated Concrete Washout Structure.* Pre-Fabricated Concrete Washout Structures shall be one of the following types unless otherwise shown on the plans:

(1) Pre-Fabricated Concrete Washout Structure (Type 1). Type 1 portable bins shall be used only when specified in the Contract. It shall consist of a watertight multi-use container designed to contain liquid concrete washout wastewater, solid residual concrete waste from washout operations, and residue from saw cutting, coring, grinding, grooving, and hydro-concrete demolition. Minimum capacity including freeboard shall be 440 gallons.

(2) Pre-Fabricated Concrete Washout Structure (Type 2). Type 2 portable bins shall be used only when specified in the Contract. It shall consist of a watertight one-time use container designed to contain liquid concrete washout wastewater, solid residual concrete waste from washout operations, and residue from saw cutting, coring, grinding, grooving, and hydro-concrete demolition. The structure shall have a system to secure to the ground. Minimum capacity including freeboard shall be 50 gallons.

(3) The use of disposable plastic swimming pools shall not be allowed.

(l) *Vehicle Tracking Pad (VTP).* Aggregate for the vehicle tracking pad shall be crushed natural aggregate with at least two fractured faces that meets the following gradation requirements:
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<table>
<thead>
<tr>
<th>Sieve size</th>
<th>Percent by weight Passing Square Mesh Sieves</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 mm (3 inch)</td>
<td>100</td>
</tr>
<tr>
<td>50 mm (2 inch)</td>
<td>0-25</td>
</tr>
<tr>
<td>19.0 mm (¾ inch)</td>
<td>0-15</td>
</tr>
</tbody>
</table>

Recycled crushed concrete or asphalt shall not be used for vehicle tracking pads.

Erosion control geotextile shall be a minimum Class 2, conforming to subsection 712.08.

Pre-Fabricated or manufactured vehicle tracking pads shall only be used if specified in the Contract. Multi-use pads shall consist of industrial grade materials and shall be designed to minimize sediment leaving the project.

Minimum dimensions of the modular systems shall be:

<table>
<thead>
<tr>
<th>Width</th>
<th>12 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length of pad</td>
<td>35 feet</td>
</tr>
</tbody>
</table>

To accommodate construction traffic turning radii between the tracking pad and a stabilized surface, additional flared sections of approved pads or aggregate in accordance with this specification shall be used at no additional cost to the County.

<table>
<thead>
<tr>
<th>Weight (min.) (lbs./sq. ft.)</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crush strength (min.) (psi)</td>
<td>400</td>
</tr>
</tbody>
</table>

If pads weigh less than 8 pounds per square foot, an anchoring system approved by the manufacturer shall be used for pads placed on soil and hard surfaces.

A thin layer of stone, geotextile, or other stable surface may be required to stop rutting under the pad or area where the vehicles mount or dismount the manufactured trackout control device.

(m) Aggregate Bag. Aggregate bags shall consist of crushed stone or recycled rubber filled fabric with the following properties:

<table>
<thead>
<tr>
<th>Diameter (inches)</th>
<th>Weight (minimum) (pounds per foot)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-8</td>
<td>6</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>15</td>
</tr>
</tbody>
</table>

Rubber used in bags shall be clean, 95 percent free of metal and particulates.
Crushed stone contained in the aggregate bags shall conform to Table 703-1 for Coarse Aggregate No. 6.

The aggregate bag shall consist of a woven geotextile fabric with the following properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab Tensile Strength</td>
<td>90 lbs. min.</td>
<td>ASTM D4632</td>
</tr>
<tr>
<td>Trapezoid Tear Strength</td>
<td>25 lbs. min.</td>
<td>ASTM D4533</td>
</tr>
<tr>
<td>Mullen Burst</td>
<td>300 psi</td>
<td>ASTM D3786</td>
</tr>
<tr>
<td>Ultraviolet Resistance</td>
<td>70%</td>
<td>ASTM D4355</td>
</tr>
</tbody>
</table>

(n) *Storm Drain Inlet Protection.* Storm drain inlet protection shall consist of aggregate filled fabric with the following dimensions:

<table>
<thead>
<tr>
<th>Storm Drain Inlet Protection Properties</th>
<th>Protection Types</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type I&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>Diameter</td>
<td>4 in.</td>
</tr>
<tr>
<td>Minimum Section Length</td>
<td>7 ft.</td>
</tr>
<tr>
<td>Apron Insert</td>
<td>---</td>
</tr>
</tbody>
</table>

<sup>1</sup>Type I protection shall be used with Inlet Type R.

<sup>2</sup>Type II protection shall be used with Combination Inlet. Option A or B

<sup>3</sup>Type III protection shall be used with Vane Grate Inlet only. Option A or B

Note: Options A and B are shown on Standard Plan M-208-1.

The Storm Drain Inlet Protection (Type I, II and III) shall consist of a woven geotextile fabric with the following properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Unit</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab tensile strength</td>
<td>ASTM D4632</td>
<td>lbs.</td>
<td>minimum 150X200</td>
</tr>
<tr>
<td>Mullen Burst Strength</td>
<td>ASTM D3786</td>
<td>lbs.</td>
<td>400</td>
</tr>
<tr>
<td>Trapezoid Tear Strength</td>
<td>ASTM D4533</td>
<td>lbs.</td>
<td>minimum 60X60</td>
</tr>
<tr>
<td>Percent Open Area</td>
<td>COE-22125-86</td>
<td>%</td>
<td>≥20</td>
</tr>
<tr>
<td>Water Flow Rate</td>
<td>ASTM D4491</td>
<td>gal./min./sq. ft.</td>
<td>≥100</td>
</tr>
<tr>
<td>Ultraviolet Resistance</td>
<td>ASTM D4355</td>
<td>%</td>
<td>≥70</td>
</tr>
</tbody>
</table>

Curb roll for Storm Drain Inlet Protection (Type I and II) shall have a weight >4 pounds per linear foot of device. The device shall be capable of conforming to the shape of the curb. Aggregate contained in the storm drain inlet device shall consist of gravel or crushed stone conforming Table 703-1 for Coarse Aggregate No. 6.
CONSTRUCTION REQUIREMENTS

208.03 Project Review, Schedule, and Erosion Control Management. Prior to construction, an on-site Environmental Pre-construction Conference shall be held. The Conference shall be attended by:

(1) The Engineer.
(2) The Contractor
(3) Supervisors or Foremen of subcontractors working on the project.

At this Conference, the attendees shall discuss the sensitive habitats on-site, wetlands, other vegetation to be protected, and the enforcement mechanisms for not meeting the requirements of this specification.

Prior to beginning construction, the Contractor shall evaluate the project site for storm water draining into or through the site. Run-on water that cannot be diverted shall be treated as construction runoff and adequate control measures shall be employed.

The Contractor shall evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, control measures shall be used to protect off-site water from becoming contaminated with sediment or other pollutants.

The Contractor shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to beginning construction, inlets and culverts needing protection shall be protected and the location of the implemented control measure added to the SWMP site map.

Prior to construction, the Contractor shall implement appropriate control measures for protection of wetlands, sensitive habitat, and existing vegetation from ground disturbance and other pollutant sources.

208.04 Control Measures for Stormwater.

The Contractor shall not waste concrete products on the ground during construction including, but not limited to, excess concrete removed from forms, spills, slop, and all other unused concrete are potential pollutants that shall be removed from the site or contained at a pre-approved containment area that has been identified. The concrete shall be picked up and recycled in accordance with 6 CCR 1007-2 (CDPHE Regulations Pertaining to Solid Waste Sites and Facilities) at regular intervals, as needed, or as directed by the Engineer. The uses of recycled concrete from permitted recycling facilities shall be in accordance with Section 203.

(a) Unforeseen Conditions. The Contractor shall design and implement erosion and sediment control measures for correcting conditions unforeseen during the design of the project, or for emergency situations, that develop during construction. The CDOT Erosion Control and Stormwater Quality Guide shall be used as a reference document for the purpose of designing erosion and sediment control measures. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Engineer prior to installation.

(b) Other Agencies. If CDPHE, US Army Corps of Engineers (USACE), or the Environmental Protection Agency (EPA) reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures. If the work may negatively affect another MS4, the Contractor shall cease and desist activities resulting in the discharge and shall implement appropriate measures to protect the
neighboring MS4, including installing additional measures. Implementation of these additional measures will be paid for at contract unit prices.

(c) **Work Outside the Right of Way.** The Contractor shall not perform work outside of the ROW except when working on property owned by Weld County.

(d) **Construction Implementation.** The Contractor shall incorporate control measures into the project as outlined in the accepted schedule.

(e) **Stabilization.** Once earthwork has started, the Contractor shall maintain erosion control measures until permanent stabilization of the area has been completed and accepted. Clearing, grubbing and slope stabilization measures shall be performed regularly to ensure final stabilization. Failure to properly maintain erosion control and stabilization methods, either through improper phasing or sequencing will require the Contractor to repair or replace sections of earthwork at the Contractor’s expense. The Contractor shall schedule and implement the following stabilization measures during the course of the project:

1. **Temporary Stabilization.** At the end of each day, the Contractor shall stabilize disturbed areas by surface roughening, vertical tracking, or a combination thereof. Disturbed areas are locations where actions have been taken to alter the existing vegetation or underlying soil of a site, such as clearing, grading, road bed preparation, soil compaction, and movement and stockpiling of sediment and materials. Designated topsoil distributed on the surface or in stockpiles shall not receive temporary stabilization. Other stabilization measures may be implemented, as approved. The maximum area of temporary stabilization (excluding areas of designated topsoil) shall not exceed 20 acres.

2. **Interim Stabilization.** As soon as it is known with reasonable certainty that work will be temporarily halted for 14 days or more, sediment and material stockpiles and disturbed areas shall be stabilized using one or more of the specified following methods:

   (1) Application of 1.5 tons per acres of mechanically crimped certified weed free hay or straw in combination with an approved organic mulch tackifier.

   (2) Placement of bonded fiber matrix in accordance with Section 213.

   (3) Placement of mulching (hydraulic) wood cellulose fiber mulch with tackifier, in accordance with Section 213.

   (4) Application of spray-on mulch blanket in accordance with Section 213. Magnesium Chloride, Potassium Chloride and Sodium Chloride, or other salt products, shall not be used as a stabilization method.

   (5) Topsoil stockpiles shall receive interim stabilization unless specified in accordance with Section 207 as a different material than the other disturbed areas on-site.

3. **Summer and Winter Stabilization.** Summer and winter stabilization is defined as stabilization during months when seeding will not be permitted. As soon as the Contractor knows shutdown is to occur, interim stabilization shall be applied to the disturbed area. Protection of the interim stabilization method is required. Reapplication of interim stabilization may be required as directed.
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REVISION OF SECTION 208
EROSION CONTROL

4. Permanent Stabilization. Permanent stabilization is defined as the covering of disturbed areas with topsoil, seeding, mulching with tackifier, soil retention coverings, and such non-erodible methods as riprap, road shouldering, etc., or a combination thereof as required by the Contract. Other permanent stabilization techniques may be proposed by the Contractor, in writing, and shall be used when approved in writing by the Engineer. All permanent stabilization requirements shown on the plans shall be completed within four working days of the placement of the topsoil in accordance with Section 207.

5. Final Stabilization. Final stabilization is achieved when all ground disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent physical erosion reduction methods have been employed.

(f) Maintenance. Erosion and sediment control practices and other protective measures identified as control measures for stormwater pollution prevention shall be maintained in effective operating condition until final acceptance. Control measures shall be continuously maintained in accordance with good engineering, hydrologic, and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the effective height of the erosion control device. When possible, the Contractor shall use equipment with an operator rather than labor alone to remove the sediment.

Maintenance of erosion and sediment control devices shall include replacement of such devices upon the end of their useful service life as recommended by the Contractor and approved by the Engineer. Damages resulting from failure to maintain control measures shall be repaired at the Contractor’s expense.

Complete site assessment shall be performed as part of comprehensive inspection and maintenance procedures to assess the adequacy of control measures at the site and the necessity of changes to those control measures to ensure continued effective performance. Where site assessment results in the determination that new or replacement control measures are necessary, the control measures shall be installed to ensure continuous effectiveness. When identified, control measures shall be maintained, added, modified or replaced as soon as possible, immediately in most cases.

From the time seeding and mulching work begins until project acceptance the Contractor shall maintain all seeded areas. Damage to seeded areas or to mulch materials shall be immediately restored. Damage to seeded areas or to mulch materials due to Contractor negligence shall be immediately restored at the Contractor’s expense. Restoration of other damaged areas will be measured and paid for under the appropriate bid item.

Temporary control measures may be removed upon completion of the project, as determined by the Water Quality Partial Acceptance walk-through. If removed, the area in which these control measures were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed control measures shall become the property of the Contractor.

If the Contractor fails to complete construction within the approved contract time, the Contractor shall continue erosion and sediment control operations at its expense until acceptance of the work.
208.05 Construction of Control Measures. Control measures shall be constructed in accordance with Standard Plans M-208-1 and M-216-1, and with the following:

(a) **Seeding, Mulching, Sodding, Soil Retention Blanket.** Seeding, mulching, sodding, and soil retention blanket installation shall be performed in accordance with Sections 212, 213, and 216.

(b) **Erosion Bales.** The bales shall be anchored securely to the ground with wood stakes.

(c) **Silt Fence.** Silt fence shall be installed in locations specified in the Contract.

(d) **Temporary Berms.** Berms shall be constructed to the dimensions shown in the Contract, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.

(e) **Temporary Diversion.** Diversions shall be constructed to the dimensions shown in the Contract and graded to drain to a designated outlet. The berm shall be sufficiently compacted to prevent erosion or failure. If the diversion erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.

(f) **Temporary Slope Drains.** Temporary slope drains shall be installed prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to prevent erosion.

(g) **Silt Berm.** Prior to installation of silt berms, the Contractor shall prepare the surface of the areas in which the berms are to be installed such that they are free of materials greater than 2 inches in diameter and are suitably smooth for the installation of the silt berms, as approved. Silt berms shall be secured with spikes. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket or turf reinforcement blanket.

(h) **Rock Check Dam.** Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans.

(i) **Rip rap Outlet Protection.** Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1 foot minimum. Riprap size shall be as shown on the plans.

(j) **Storm Drain Inlet Protection.** Prior to installation, the Contractor shall sweep the surface of the area in which the storm drain inlet protection devices are to be installed such that the pavement is free of sediment and debris. The ends of the inlet protection Type 1 and Type 2 shall extend a minimum of 1 foot past each end of the inlet.

(k) The Contractor shall remove all accumulated sediment and debris from the surface surrounding all storm drain inlet protection devices after each rain event or as directed. The Contractor shall remove accumulated sediment from each Type II and III containment area when it is more than one third full of sediment, or as directed.

The Contractor shall protect storm drain facilities adjacent to locations where pavement cutting operations involving wheel cutting, saw cutting, sand blasting, or abrasive water jet blasting are to take place.
(l) **Sediment Trap.** Sediment traps shall be installed to collect sediment laden water and to minimize the potential of pollutants leaving the project site. Locations shall be as shown on the plans or as directed.

Sediment traps shall be constructed prior to disturbance of upslope areas and shall be placed in locations where runoff from disturbed areas can be diverted into the trap.

The area under the embankment shall be cleared, grubbed, and stripped of any vegetation and roots.

Fill material for the embankment shall be free of roots or other vegetation, organic material, large stones, and other objectionable material.

Sediment shall be removed from the trap when it has accumulated to one half of the wet storage depth of the trap and shall be disposed of in accordance with subsection 208.04(f).

(m) **Erosion Logs.** Erosion logs shall be embedded 2 inches into the soil. Stakes shall be embedded so that the top of the stake does not extend past the top erosion log more than 2 inches, at the discretion of the Engineer, a shallower stake depth may be permitted if adverse site conditions are encountered, e.g. rock or frozen ground.

The Contractor shall maintain the erosion logs during construction to prevent sediment from passing over or under the logs.

(n) **Silt Dikes.** Prior to installation of silt dikes, the Contractor shall prepare the surface of the areas in which the silt dikes are to be installed such that they are free of materials greater than two inches in diameter and are suitably smooth for the installation of the silt dikes, as approved by the Engineer.

(o) **Concrete Washout Structure.** The concrete washout structure shall meet or exceed the dimensions shown on the plans. Work on this structure shall not begin until written acceptance of location is provided by the Engineer.

Control measures designed for concrete washout waste shall be implemented. If the bottom of the excavated structure is within 5 feet of anticipated high ground water elevation or the soil does not have adequate buffering capacity to meet water quality standards, an impermeable synthetic liner shall be installed with the minimum properties shown in Table 208-5 or use a prefabricated washout.

The following requirements shall be met:

1. The structure shall contain all washout water.
2. Stormwater shall not carry wastes from washout and disposal locations.
3. The site shall be located a minimum of 50 horizontal feet away from State waters and shall meet all requirements for containment and disposal as defined in subsection 107.25.
4. The site shall be signed as “Concrete Washout”.
5. The site shall be accessible to appropriate vehicles.
6. Freeboard capacity shall be included in the structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
(7) The Contractor shall prevent tracking of washout material out of the washout structure.

(8) Solvents, flocculants, and acid shall not be added to wash water.

(9) The structure shall be surrounded on three sides by a compacted berm.

(10) The structure shall be fenced with orange plastic construction fencing to provide a barrier to construction equipment and to aid in identification of the concrete washout area.

(11) Concrete waste, liquid and solid, shall not exceed $\frac{3}{4}$ the storage capacity of the washout structure.

(p) *Pre-fabricated concrete washout structures (Type 1 and Type 2).* Structures and sites shall meet the following requirements:

(1) Structure shall contain all washout water. If bins are determined to be leaking, the Contractor shall replace the bin on-site and clean up the spilled material.

(2) Structure shall be located a minimum of 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be as approved by the Engineer. The pre-fabricated structure shall be signed as “Concrete Washout”. Sign can be on portable bin.

(3) The site shall be accessible to appropriate vehicles.

(4) Washout bins shall be covered with a tarp tied down to the structure or staked to the ground when a storm event is anticipated.

(5) Solvents, flocculants, and acid shall not be added to wash water.

(6) Concrete waste, liquid and solid, shall not exceed $\frac{3}{4}$ the storage capacity of the washout structure.

(7) Prefabricated structures cannot be moved when they contain liquid, unless otherwise approved.

(8) The concrete washout structure shall be installed and ready for use prior to concrete placement operations.

(9) Washout areas shall be checked and maintained as required. On site permanent disposal of concrete washout waste is not allowed.

All liquid and solid wastes, including contaminated sediment and soils generated from concrete washout shall be hauled away from the site and disposed of properly at the Contractor's expense.

Delivery to the site shall not occur until written acceptance is provided by the Engineer for both the product and the concrete waste disposal facility.
(q) **Vehicle Tracking Pad (VTP).** Vehicle tracking pads shall be constructed to the minimum dimensions shown in the Contract, unless otherwise directed by the Engineer. Construction of approved vehicle tracking pads shall be completed before any disturbance of the area.

The Contractor shall maintain each vehicle tracking pad during the entire time that it is in use for the project. The vehicle tracking pad shall be removed at the completion of the project unless otherwise directed by the Engineer. Additional aggregate may be required for maintenance and will be not paid for separately.

(r) **Detention Pond.** Permanent detention ponds shown on the construction plans may be used as temporary control measures if all the following conditions are met:

1. The pond is designated as a construction control measure in the SWMP.
2. The pond outfall and outlet are designed and implemented for use as a control measure during construction in accordance with good engineering, hydrologic, and pollution control practices. The stormwater discharges from the outfall shall not cause degradation or pollution of State waters, and shall have control measures, as appropriate.
3. All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance.

(s) **Aggregate Bag.** Aggregate bags shall be placed on a stable surface, consisting of hardscape or compacted gravel. If approved by the Engineer, the aggregate bag may be placed on compacted dirt areas, where bags conform to the surface and can effectively minimize sediment transport. Aggregate bags shall not be placed in concentrated flow areas. Aggregate bags shall be placed to conform to the surface without gaps to ensure that discharge water does not cause erosion.

(t) **Surface roughening.** Surface roughening creates horizontal grooves along the contour of the slope. Roughening may be accomplished by furrowing, scarifying, ripping, or disk ing the soil surface to create a 2 to 4 inch minimum variation in soil surface.

(u) **Vertical Tracking.** Vertical tracking involves driving a tracked vehicle up and down the soil surface and creating horizontal grooves and ridges along the contour of the slope. Sandy soils or soils that are primarily rock need not be tracked.

### 208.07 Stockpile Management.

Material stockpiles shall be located 50 horizontal feet away from State waters and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be approved by the Engineer.

Erodible stockpiles (including topsoil) shall be contained with acceptable control measures at the toe (or within 20 feet of the toe) throughout construction. Control measures shall be approved by the Engineer.

### 208.08 Limits of Disturbance.

The Contractor shall limit construction activities to those areas required to perform the work within the ROW. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other activities which would disturb existing soil conditions. Construction activities outside of the construction area due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor’s expense.

The Contractor shall pursue stabilization of all disturbances to completion.
208.09 Regulatory Mechanism for Water Quality. The Engineer will identify and document findings not in compliance with the Water Quality Specifications, as specified in subsection 208.09(a)(7), during water quality control inspections or observation by the Engineer. The Engineer will immediately notify the Contractor of these findings by issuing Form 105. Failure by the Contractor to clarify a finding location with the Engineer shall not interrupt the timelines noted in subsection 208.09(b).

Timelines noted in subsection 208.09(b) do not indemnify the Contractor from failing to comply with CDPS-SCP timelines for corrective actions.

(a) Definitions.

1. Compliance Assistance. A low risk event as determined by the Engineer or MS4 Coordinator. Compliance assistance events are not considered Findings and not subject to the Regulatory Mechanism noted in subsection 208.09(b).

2. Deferment. A request from the Contractor to the Engineer to delay implementation of corrective actions for Regular Findings pertaining to Water Quality Specifications. Deferments may only be granted due to extraordinary circumstances. However, it is at the Engineer’s discretion to approve or reject these requests.

3. Finding. An incident discovered through inspection by Weld County or by Engineer observation, which is noncompliant with the Water Quality Specifications. A Finding will be classified as one of the following:

   (1) Regular Finding. A situation upon inspection that is in noncompliance with the Water Quality Specifications.

   (2) Severe Finding. A discharge outside the project’s Limits of Construction (LOC), subsection 107.25(a), to State waters or to a live inlet where the pollutant cannot be reclaimed.

   (3) Chronic Finding. A Chronic Finding is assessed when the same Regular Finding at the same location is documented twice in the last three Headquarters or Region water quality control inspections. Engineer observed findings outside these inspections will not apply.

4. Inspection Form 105. The Form 105 issued by the Engineer documenting findings from water quality inspections in accordance with subsection 208.03(c).

5. Location. The place where the finding was observed; can be a document (e.g., stormwater management plan [SWMP]) or physical location. A physical location must be described with enough detail to guide an independent party to the spot of the finding. Physical locations must be supported with at least one photograph.

6. Recalcitrance. Contractor has shown willful negligence or misrepresentation or unwillingness to adhere to the Water Quality Specifications.

(b) *Liquidated Damages and Stop Work Orders.* The Contractor will be subject to Liquidated Damages for incidents of failure to comply with the Water Quality Specifications and implement corrective actions to resolve noncompliance in the time frame established in subsection 208.09(b and c). Liquidated damages are for the Contractor’s failure to comply with the Water Quality Specifications.

Liquidated damages will accumulate for each finding, for each cumulative day that the finding remains uncorrected. Liquidated damages associated with incidents pertaining to this subsection do not indemnify the Contractor of other Liquidated Damages associated with this project.

In addition to Liquidated Damages, the Contractor will be subject to a project-wide Stop Work Order for recalcitrance and the Engineer may, in writing, issue a Stop Work Order for Chronic and Severe Findings in accordance with subsection 105.01. A Stop Work Order shall not result in the stopping of the Contract Time. Issuance of a Stop Work Order shall not be considered a valid reason for the Contractor asking for additional Contract Time.

Findings are closed when the corrective action is complete, reported to the Engineer and accepted by the Engineer. The Engineer will notify the Contractor when the corrective action is accepted or denied. Liquidated damages will be assessed by the type of finding as follows and will continue until the corrective action is approved by the Engineer.

1. **Regular Finding.** The time required to repair a Regular Finding shall begin at 11:59 PM on the date the Inspection Form 105 is issued. The Contractor shall have no more than a 24-hour grace period to correct the Regular Finding before Liquidated Damages are assessed. The grace period extends until 11:59 PM on the day after the Inspection Form 105 was issued.

   The Engineer will issue a Form 105 notifying the Contractor that Liquidated Damages are accruing at $1,500 per day per finding for each full or partial calendar day a Regular Finding remains uncorrected after the 24-hour grace period. At 11:59 PM on the 2nd day after the Form 105 was issued, each uncorrected, undeferred Regular Finding will be assessed as recalcitrant and the Engineer will issue a project-wide stop work order. The Contractor shall fix each recalcitrant finding and submit a plan to avoid future instances of each recalcitrance to the Engineer for approval. The recalcitrance plan shall be in writing, signed by the Contractor and shall include:

   1. Each Recalcitrant Finding.
   2. Why the corrective action for each Recalcitrant Finding was not implemented within 2 days.
   3. How the Contractor will avoid future recalcitrance.

   The Engineer will discuss the recalcitrance plan and may meet with the Superintendent to recommend modifications, if needed. The Engineer will issue a Form 105 accepting or rejecting the recalcitrance plan within 24 hours of the Contractor submitting a plan or resubmitting a modified plan.

   The Contractor will neither be reimbursed for costs incurred to fix each Recalcitrant Finding pertaining to a control measure in the SWMP plan nor costs to prepare the recalcitrance plan. The Contractor shall propose additional control measures, if needed, according to subsection 208.04(a). The project-wide Stop Work Order and Liquidated Damages will be assessed until approval of the corrective action for each Recalcitrant Finding and approval of the Contractor’s recalcitrance plan by the Engineer is given. After written approval by the Engineer, the project-wide Stop Work Order will be lifted, and accrual of Liquidated Damages will cease.
If the Contractor fails to perform corrective work by the end of the second day, the County shall have the option of utilizing a third-party to complete the corrective work. The Contractor shall be responsible for reimbursing the County the cost of utilizing a third-party to complete the corrective work. The cost for utilizing a third-party to complete the corrective work will be deducted from the month’s pay application. If only the retainage release pay application is left to close out the project, the cost of corrective work will be deducted from the retainage release payment. If the retainage release payment does not cover the cost of the corrective work, the Contractor will be invoiced for the outstanding balance. The project acceptance and warranty period will not start until the Contractor has reimbursed the County for the entire cost of the corrective work. Failure by the Contractor to perform corrective work shall be grounds for withholding progress payments.

2. Severe Finding. In response to a Severe Finding, the Engineer will issue Inspection Form 105 and immediately assess Liquidated Damages of $3,500 per Severe Finding. Severe Findings shall not be eligible for the twenty-four-hour grace period (subsection 208.09(b)1). Liquidated damages will accrue at $3,500 per Severe Finding per calendar day beginning at 11:59 PM of day the Inspection Form 105 is issued.

If the Severe Finding is a discharge to State waters, the Contractor shall prevent any further discharge and shall reclaim discharge which has not yet entered State waters.

The Engineer may require the Contractor to submit a plan for permanent stabilization of disturbed areas outside the construction area per 208.04(e)4 for approval. Permanent stabilization plans pertaining to Severe Findings and subsequent stabilization activities are not subject to 208.09(b).

The Contractor shall not be reimbursed for activities undertaken to reclaim the discharge, stabilize areas outside the construction area.

If the Contractor fails to immediately perform corrective work, the County shall have the option of utilizing a third-party to complete the corrective work. The Contractor shall be responsible for reimbursing the County the cost of utilizing a third-party to complete the corrective work. The cost for utilizing a third-party to complete the corrective work will be deducted from the month’s pay application. If only the retainage release pay application is left to close out the project, the cost of corrective work will be deducted from the retainage release payment. If the retainage release payment does not cover the cost of the corrective work, the Contractor will be invoiced for the outstanding balance. The project acceptance and warranty period will not start until the Contractor has reimbursed the County for the entire cost of the corrective work. Failure by the Contractor to perform corrective work shall be grounds for withholding progress payments.

3. Chronic Finding. In response to a Chronic Finding, the Engineer will issue Inspection Form 105 and immediately assess Liquidated Damages of $1,500 per Chronic Finding. Chronic Findings shall not be eligible for the twenty-four-hour grace period (subsection 208.09(b)). Liquidated damages will accrue at $1,500 per Chronic Finding per day beginning at 11:59 PM of day the Inspection Form 105 is issued.

When the Chronic Finding is comprised of two Severe Findings, the Engineer will assess Liquidated Damages in accordance with this specification.

If the Contractor fails to immediately perform corrective work, the County shall have the option of utilizing a third-party to complete the corrective work. The Contractor shall be responsible for reimbursing the County the cost of utilizing a third-party to complete the corrective work. The cost for utilizing a third-party
to complete the corrective work will be deducted from the month’s pay application. If only the retainage release pay application is left to close out the project, the cost of corrective work will be deducted from the retainage release payment. If the retainage release payment does not cover the cost of the corrective work, the Contractor will be invoiced for the outstanding balance. The project acceptance and warranty period will not start until the Contractor has reimbursed the County for the entire cost of the corrective work. Failure by the Contractor to perform corrective work shall be grounds for withholding progress payments.

(c) **Deferment.** If the Contractor seeks deferment, the Contractor shall submit a deferment request to the Engineer by 11:59 PM of the day after the issuance of Inspection Form 105. Chronic and Severe Findings are not eligible for deferment. The deferment request shall be in writing, signed by the Superintendent and shall include:

(1) Regular Findings to be deferred

(2) The reasons why the Findings cannot be corrected in twenty-four hours

(3) An action plan containing:

   (i) Methodology to protect water quality until each deferred Finding is corrected and accepted

   (ii) Milestones to measure progress toward completion

   (iii) Additional control measures to be implemented until each deferred Finding is corrected and accepted

   (iv) Corrective completion dates for each Finding

The Engineer will discuss the deferment request and may meet with the Superintendent to recommend modifications to the action plan. The Engineer will issue a Form 105 accepting or rejecting the deferment request by 11:59 PM of the second day after the Inspection Form 105 documenting the Regular Finding is issued. The County will not accept a deferment for operational error, improperly installed control measures, inadequate control measures, lack of preventative maintenance, careless or improper operation, or other non-proactive reason.

Preparation of deferment documentation and additional materials, including additional control measures, required to complete the action plan shall be at the Contractor’s expense. Time frames noted in subsection 208.09(b)1 will not be stopped during the deferment review period, therefore, Liquidated Damages will be assessed beginning 11:59 PM on calendar day two if the deferment request is rejected and, furthermore, a rejected deferment plan (subsection 208.09(c)) shall not absolve the Contractor from recalcitrance.

The Engineer will assess Liquidated Damages in the amount of $1,500 per calendar day, and partial day, for each uncorrected Deferred Finding. These Liquidated Damages will start on the date the uncorrected work was deferred to be completed (subsection 208.09(c)(3)). In addition, Liquidated Damages of $1,500 per calendar day will be assessed retroactively to 11:59 PM of the day the finding was originally noted on the Inspection Form 105.

(d) **Conflict Resolution.** Subsections 105.22, 105.23, and 105.24 detail the process through which the parties (Weld County and the Contractor) agree to resolve any issue that may result in a dispute.
19
REVISION OF SECTION 208
EROSION CONTROL

(e) Exemptions. The Engineer will exempt from subsection 208.09(b) situations of Compliance Assistance, Documented Upset Conditions, Documented Reportable Spills and Documented Winter Exemptions. Release from subsection 208.09(b) does not exempt the Contractor from compliance with CDPS-SCP.

1. Documented Upset Condition. The Contractor shall report, both verbally and in writing, the Upset Condition to CDPHE per CDPS-SCP Part II.L.6 and subsection 208.03(c) and provide written documentation to the Engineer. The Engineer will issue a Form 105 and recognize the exemption to the Regulatory Mechanism. The Contractor shall also update the SWMP with the Form 105 and the documented Upset Condition.

2. Documented Reportable Spills. The Contractor shall report, both verbally and in writing, the Reportable Spill to CDPHE per subsection 107.25(b) and provide written documentation to the Engineer. The Engineer will issue a Form 105 and recognize the exemption to the Regulatory Mechanism. The Contractor shall also update the SWMP with the Form 105 and the documented Reportable Spill.

3. Winter Exemptions. The Contractor is unable to address findings noted on the Headquarters or Region led water quality control inspection due to:

(1) Snow covers the entire site for an extended period and;

(2) No construction activity and;

(3) Melting conditions posing a risk of surface erosion do not exist.

The Contractor shall request a Winter Exemption to the Engineer. If approved, the Engineer will issue a Form 105 and recognize the exemption to subsection 208.09(b). The Contractor shall also update the SWMP with the Form 105 and the documented Winter Exemption. Liquidated Damages, if assessed, will only accrue up to the point where the Winter Exemptions are approved.

208.10 Items to Be Completed Prior to Requesting Partial Acceptance of Water Quality Work.

(a) Reclamation of Washout Areas. After concrete operations are complete, washout areas shall be reclaimed in accordance with subsection 208.05(n) at the Contractor’s expense.

(b) Survey. When Permanent Water Quality control measures are required on the project, the Contractor shall survey the control measures to confirm that they conform to the configuration and grade shown on the Plans. The survey shall conform to Section 625. The results of the survey shall be submitted as CAD drawing files and PDF files, showing both designed and final elevations and configurations. Paper versions of the drawings shall be submitted with the stamp and seal of the Contractor’s Surveyor.

The Engineer will perform a walkthrough of the Permanent control measures to confirm conformance to material requirements, locations, and dimensions of the Permanent control measures. Permanent control measures not meeting the Contract requirements will be identified in writing by the Engineer, and shall be repaired or replaced at the Contractor’s expense. Correction surveys shall be performed at the Contractor’s expense to confirm the locations and dimensions of each Permanent control measure. Final as-built plans of the Permanent control measures shall be provided to the Engineer for their records.

(c) Locations of Temporary Control Measures. The Engineer will identify locations where modification, cleaning, or removal of temporary control measures are required and will provide these in writing to the Contractor.
Upon completion of work required, the SWMP Administrator shall modify the SWMP to provide an accurate depiction of control measures to remain on the project site.

All punch list and walkthrough items shall be completed and approved by the Engineer and Maintenance.

METHOD OF MEASUREMENT

208.11 Erosion control measures shall not be measured and paid for separately.

BASIS OF PAYMENT

ECM and control measures shall be entirely incidental to the installation of item 614 Roadway Weather Tower.

END OF SECTION
Section 212 of the Standard Specifications is hereby added for this project as follows:

In Subsection 212.02(a) delete second paragraph beginning with “Seed types…” and replace with:

SEEDING
Mycorrhiza shall be added to the seed mix at time of seeding as a seed coating. The rate will be at two (2) pounds per acre of seed, unless specified otherwise. The Contractor will supply the Project Manager with information on the source and type of Mycorrhiza being used. The Contractor shall provide a COC for the Mycorrhiza. Cost to add Mycorrhiza shall be incidental to the cost of the tower and shall not be paid for separately.

SEED MIXTURE

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Pounds PLS/Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western wheatgrass (Arriba, Barton, Rosana)</td>
<td>4</td>
</tr>
<tr>
<td>Blue Grama (Hachital, Lovington)</td>
<td>6</td>
</tr>
<tr>
<td>Sideoats Grama (Vaughn, Butte, Niner, El Reno, Haskell)</td>
<td>4</td>
</tr>
<tr>
<td>Sand dropseed</td>
<td>0.5</td>
</tr>
<tr>
<td>Perennial Ryegrass (Calibra or Garibaldi tetraploid)</td>
<td>1.5</td>
</tr>
<tr>
<td>Alkaligrass (Fults II, Salt on Sea)</td>
<td>7</td>
</tr>
<tr>
<td>Green Needlegrass (Lodorm, Cucharas)</td>
<td>2</td>
</tr>
<tr>
<td>Switchgrass (Nebraska 28, Blackwell)</td>
<td>2</td>
</tr>
<tr>
<td>Sterile Wheat (added as a nurse crop)</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>40.0</strong></td>
</tr>
</tbody>
</table>

Seeding rates have been doubled since seed will be placed by hand broadcasting.

In subsection 212.03 delete the seeding seasons table and replace it with the following:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Spring Seeding</th>
<th>Fall Seeding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below 6000’</td>
<td>April 1st or spring thaw to June 15th</td>
<td>September 15th until consistent ground freeze</td>
</tr>
</tbody>
</table>

Delete Section 212.06 and replace with the following:

All areas shall be seeded in accordance with subsection 213.03.

(a) **Soil Preparation.** Slopes flatter than 2:1, shall be tilled into an even and loose seed bed 4 inches deep. Slopes 2:1 or steeper shall be left in a roughened condition. Slopes shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension and brought to the desired line and grade.

(b) **Fertilizing and Soil Conditioning.** Soil in all areas to receive native seed shall be fertilized and conditioned. For soil preparation of native grass areas, the fertilizer shall be a complete starter fertilizer having the chemical analysis of 8% Nitrogen, 2% Phosphoric Acid, and 1% Potassium or an approved equivalent. The soil conditioner shall be an approved hydraulic growth medium (HGM) as outlined in this section.
HGMs shall be composed from a combination of thermally and mechanically processed straw and flexible flax fibers; sphagnum peat moss or certified compost and other organic growth enhancing additives. HGMs shall be based on their composition for different soil building, vegetation establishment and erosion control characteristics. All materials shall be prepackaged and at no time shall it be allowed for onsite mixing of fiber materials.

The HGM shall be used to provide a substance on or in which plants can be grown, for seed germination, plant growth/establishment and soil-building characteristics in conditions of marginal or extremely poor soils where there is minimal to no organic matter present.

Special application rate considerations are required depending on environmental and soil conditions along with erosion potential on the site.

Organic Fiber Materials - **At no time will field mixing of organic fiber materials be allowed.**

The HGM shall be a minimum of 40% by volume of thermally and mechanically processed straw, flexible flax fibers; a minimum of 58% by volume of sphagnum peat moss or compost, and a minimum of 2% by volume of addition materials that provides plant derived valuable trace minerals, sugars, starches, proteins, fiber and 16 amino acids, growth stimulant/regulator, and mycorrhiza inoculants.

**Soil Chemistry Materials**

Soil chemistry and stabilizer shall be a composition of materials made from long chain polymer and cross-linking molecules in conjunction with a hydrocolloid vegetable gum based bonding agent.

**Submittals**

The Contractor shall submit the Application Rates Guide, Installation and Mixing Instructions, and Product Specifications to the Engineer for approval. The Contractor shall submit a letter of certification from the Manufacturer or Representative that the products meet or exceed all material composition requirements, laboratory testing properties, and product packaging requirements. Certification shall detail that the straw or fiber was processed at over 160 degrees Fahrenheit to ensure material is weed free.

**Delivery, Storage, and Handling**

All materials shall be delivered in ultraviolet and weather resistant factory labeled packages. Material shall be store in a cool dry place away from open flames ensuring strict adherence to manufacturer recommendations.

Fertilizer and soil conditioner shall be scarified and turned under the area designated to be seeded to a depth of four inches (4") to free seeds and other plants. Apply the specific fertilizer in the native grass area at the recommended rate and work it into the soil to a depth of four inches (4") with a disc, spring tooth harrow or other suitable equipment. Apply the soil conditioner in the native grass area at the recommended rate and work it into the soil to a depth of four inches (4") with a disc, spring tooth harrow or other suitable equipment. All seeded areas will then be raked and rolled to the desired finished grades with gently sloping surfaces to adequately drain all surface water runoff.

(c) **Seeding.** Grade seeding areas to a smooth, even surface with a loose, uniformly fine texture. Roll, rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas that can be planted within 24 hours after fine grading has been completed. No additional payment will be made if the Contractor has to complete fine grading or for fine grading more than one time.

If strips greater than 7 inches between rows have been left unplanted or other areas skipped, the Engineer will require additional seeding at the Contractor's expense.

All seed sown shall be “raked in” or covered with soil to a depth of at least ¼".
Seeded area damaged due to circumstances beyond the Contractor’s control shall be repaired and reseeded as ordered. Payment for this corrective work, when ordered shall be at the contract prices.

Subsection 212.07 shall be revised to include the following:

No separate measurement and payment will be made for fine grading, fertilizer, and soil conditioning for seeding. This work shall be included in the Unit Price bid for the tower. The unit price paid for the tower shall include all the Contractor’s costs including all labor, material, equipment and incidentals required to install seed, mulch, and mulch tackifier.

Subsection 212.08 shall be revised to include the following:

Payment for seeding shall be full compensation for all work necessary to complete the seeding.

Payment will be made under 614 Roadway Weather Tower.

END OF SECTION
1
REVISION OF SECTION 213
MULCHING

Section 213 of the Standard Specifications is hereby revised for this project as follows:

Delete Subsection 213.04, paragraph 2 and replace with the following:

The quantity of hydro-mulch and tackifier will not be measured separately but will be included in the measurement for seeding.

In subsection 213.05, Add the following:

Mulching shall be incidental to the installation of item 614 Roadway Weather Tower.
Mulching (Hydro-mulch with Tackifier) shall be considered incidental to seeding (native).

END OF SECTION
Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.01 shall include the following:

The use of ACI 318, Building Code Requirements for Structural Concrete, is not acceptable as it pertains mainly to structural concrete buildings.

Subsection 601.19 shall be deleted and revised to state the following:

Concrete shall not be measured separately but shall be included in the cost of Item 614, Radio Tower.

Subsection 601.20 shall be deleted.

END OF SECTION
Section 613 of the Standard Specifications is hereby revised for this project as follows:

**Delete subsection 613.01 and replace with the following:**

This work includes furnishing and installing either HDPE or PVC electrical conduit. All materials furnished, assembled, fabricated and installed under this item shall be new, corrosion resistant and in strict accordance with the plan sheets and these Special Provisions. In the case of conflicting requirements, the more stringent of the requirements shall apply.

**Subsection 613.03 shall include the following:**

The Contractor shall take all necessary precautions to avoid heaving any existing asphalt/concrete mat or over-excavating a trench, whether caused by equipment directly or by dislodging rocks and boulders. Any such heaving or over-excavation shall be repaired or replaced at the Contractor's expense. The Contractor shall bear the cost of backfilling all over-excavated areas with the appropriate backfill material as approved by the Project Engineer.

The Contractor shall restore all surface materials to their preconstruction condition or better, including but not limited to pavement, sidewalks, sprinkler systems, landscaping, shrubs, sod, barrow ditches, or native vegetation that is disturbed by the conduit installation operation. All repairs shall be included in the cost of the conduit.

If the Contractor is unable to bore the conduit at the lengths shown on the plans from access point to access point, all splice couplings and associated work to splice conduit shall be included in the cost of this item. The coupling technology shall allow the conduit to be connected without the need for special tools, and shall form a watertight, airtight seal. Breaking force between segments shall exceed 250 pounds of force. No metal fittings shall be allowed. No elevation difference between the conduit run and the conduit splice location will be allowed. Conduit splices shall be kept to a minimum and all locations shall be approved by the Project Engineer. Additional pull boxes shall not be substituted for splices.

Conduit plugs shall be supplied and installed in all conduit ends as soon as the conduit is installed, even if the production stops mid-trench or the pull box or manhole has not yet been installed. Conduit shall be plugged at all termination points such as pull boxes, manholes, controller cabinets, and node buildings. All plugs shall be correctly sized to fit the conduit being plugged. Empty conduits shall be sealed with removable mechanical type duct plugs that provide a watertight barrier and are equipped with a rope tie on the inside end for connection of the pull tape. No foam sealant or duct tape will be allowed. All plugs and sealant shall be approved prior to construction.

All conduits shall use sweeps to elevate the buried conduits to the final grade within a pull box or manhole, as shown in the plans. The sweeps shall be terminated within the pull boxes and manholes to allow for easy installation and removal of the conduit plugs. The sweeps shall be set above the ground surface within the pull box at a height that does not interfere with the coiling of the cable.

All conduit runs are intended for the installation of cable and shall have a limited number of bends. The sum of the individual conduit bends on a single conduit run between two pull boxes, manholes, controller cabinets or buildings shall not exceed 270°. No individual bend shall be greater than 45°.

Where new conduits are installed in existing pull boxes, manholes or cabinet bases the Contractor shall carefully excavate around the pull box or manhole and install the new conduit as shown in the plans. The Contractor shall not damage the existing pull box, manhole or their contents. If the existing pull box, lid, or the concrete collars are cracked or damaged during conduit installation, the Contractor shall restore the damaged section to preconstruction condition at no additional cost.
REVISION OF SECTION 613 AND 715  
ELECTRICAL CONDUIT

In subsection 613.11 delete paragraph 6 and replace with the following:

Electrical Conduit will be measured by the actual number of linear feet that are installed and accepted. Conduit shall also include anchors, bands, skids, sweeps, pull tape, copper tracer wire, warning tape, adapters, fittings, conduit plugs, installation equipment, splice couplings, mounting brackets and hardware, structure anchors, adhesives, labor, and all other items necessary to complete the work.

Subsection 613.12 shall include the following:

Electrical Conduit contract unit price shall be full compensation for work described above, specified in the plans, and complete and in place. Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Inch Electrical Conduit (Plastic)</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>

Section 715 of the Standard Specifications is hereby deleted for this project and replaced with the following:

715.01 General. Materials shall be of a standard line from a name brand manufacturer. Electrical material shall be listed by the Underwriters’ Laboratories, Inc., and shall conform to the National Electrical Code.

Material shall be the same as, or compatible with, that used and accepted by the agency responsible for maintenance.

The Engineer may inspect all lighting materials and all electrical materials and accept or reject them at the project site. Samples may be taken, or manufacturer's certifications may be accepted in lieu of samples.

715.07 Conduit. Unless otherwise specified, conduit shall be rigid metallic or semirigid plastic electrical conduit. Metallic conduit shall be clean, free of burrs, and galvanized.

Plastic conduit shall be a semirigid type currently recommended and approved by Underwriters' Laboratories, Inc. for the proposed use. Underground plastic conduit for street lighting shall conform to ASTM-F441 schedule 80 and Bellcore TW-NWT-000356. Fittings shall be the type used outside the conduit. Fittings shall connect the conduit in a manner that makes the joints watertight.

All HDPE conduit shall be factory lubricated, low friction, high-density conduit constructed of virgin high-density polyethylene resin. Conduit shall be capable of being coiled on reels in continuous lengths, transported, stored outdoors, and subsequently uncoiled for installation, without affecting its properties or performance.

PVC conduit shall be certified by the manufacturer as meeting ANSI/UL 6 and 651. The manufacturer shall be ISO 9000 compliant.

Electrical Conduit (Plastic) shall be PVC or HDPE and installed by direct burial methods such as plowing, open trenching, or other excavation methods.

Each individual conduit shall be equipped with pull tape embedded with a 12-gauge tracer wire. The pull tape shall have a minimum tensile strength of 1800 lbs. and be of a design and manufacture that prevents cutting or burning into the conduit during cable installation. Each trench shall have an appropriately colored Electrical Warning Tape installed above the conduit, one foot below finished grade.
REVISION OF SECTION 613 AND 715
ELECTRICAL CONDUIT

The installation of conduit shall be performed in such a manner as to avoid unnecessary damage to streets, sidewalks, utilities, landscaping, and sprinkler systems. Excavations and conduit installation shall be performed in a continuous operation. All trenches shall be backfilled by the end of a shift. The material from trenching operations shall be placed in a location that will not cause damage or obstruction to vehicular or pedestrian traffic or interfere with surface drainage.

The following conduit colors shall be used so that the contents can be easily identified. If more than three conduits are installed, then the other colors shall be grey and blue:

1. Conduit for fiber—Orange
2. Conduit for power—Red
3. Conduit for other—Black
4. Conduit for future use—Grey
5. Conduit for future use—Blue

Junction boxes used in structures shall be galvanized steel, 6 inches square by 4 inches deep, with weatherproof covers.

Pull boxes and splice boxes shall be a minimum of 18 inches by 11 inches and 12 inches deep, and sized per NEC 314, unless otherwise shown on the plans. Pull and splice boxes shall have heavy duty weatherproof covers rated for roadway applications. The housing shall be resistant to sunlight exposure, weathering, and chemicals; it shall be unaffected by freeze/thaw cycles. Covers shall fit flush to the sidewalk, turf area, or roadway surface. Hardware and inserts shall be stainless steel. The cover for street lighting circuits shall be marked “ELECTRICAL” or “STREET LIGHTING”. The cover shall list the minimum HS load rating of 22,500 psi.

715.08 Lighting Circuitry and Wiring. All wiring shall be copper with 600-volt insulation, rated for outdoor use. Wire sizes #14 AWG through #10 AWG shall be solid copper. Wire sizes #8 AWG and larger shall be stranded copper; except, service ground conductors to grounding electrodes shall be #4 stranded/insulated copper unless otherwise noted on plans. All conductor sizes shall be, at minimum, sized to the breaker amperage feeding the circuit per NEC Table 310.16.

A breakaway submersible, in-line fuse holder and fuse for each hot conductor and breakaway submersible connector shall be installed on the neutral if a neutral is required. The grounding wires shall not be fused or breakaway.

Fuse connectors shall be installed in the phase wires of their respective circuits at the junction box located as a back box to the luminaire or within the pole base or transformer base. The Contractor shall provide sufficient excess conductor length to allow withdrawal of the connected fuse holder from the hand hole. Fuses and fuse holders shall be “UL” listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. The Contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders that they may be easily removed or inserted through the opening of hand hole. All electrical apparatus used in the lighting system shall be rated to adequately handle the necessary loads and shall conform to power source requirements.

Bonding and grounding electrodes shall conform to the requirements of subsection 614.10(c).

715.09 Secondary Service Pedestals, Lighting Control Centers, and Meter Power Pedestal. Secondary Service Pedestals, Lighting Control Centers, and Meter Power Pedestals shall be metal conforming to ANSI C47.12.28, Pad Mounted Enclosure Integrity Standard and shall be the nominal size and dimensions shown in the Contract.
4

REVISION OF SECTION 613 AND 715
ELECTRICAL CONDUIT

The cabinets shall be constructed of 12-gauge corrosion-resistant steel with hoods and covers constructed of 14-gauge corrosion-resistant steel. Cabinets shall be NEMA 3R or NEMA 4 construction as indicated on plans and shall be UL listed as "Enclosed Industrial Control Equipment" (UL508A). Cabinets shall be vandal resistant dead-front enclosures.

The cabinet’s external finish shall be polyurethane industrial grade powder paint of 1.7 mil minimum thickness. The cabinet’s internal finish shall be polyurethane industrial grade powder paint of 1.7 mil minimum thickness or bare aluminum.

All external fasteners, rivets, screws and bolts shall be stainless steel. Fasteners, except sealing screws, shall not be removable by external access. Hinges shall be stainless steel continuous piano hinge type hinges.

External nameplates shall be permanently attached to the cabinet. A stainless-steel handle shall be provided on the front exterior of each cabinet door or hood. Cabinet shall be equipped with a three-point latch. All handles shall be pad lockable.

The cabinet shall have separate isolated sections for metering equipment (if required), utility termination, and other equipment. All sections must be sealed and pad lockable.

The metering section shall have a hinged swing back hood with an integral hinged polycarbonate sealable window for visual access to meters.

The utility termination section shall be sealed and securable with a padlock. The section shall have a lift off cover with a stainless-steel handle. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility cables. Utility landing lugs shall be UL listed and shall accommodate 6 - #350 kcmil conductors. An optional meter fusible disconnect ahead of the meter shall be provided for utility companies that require them.

The compartment door shall be sealed and securable with a padlock. The compartment door shall be anchorable in an open position. There shall be a print pocket on the inside of the door. The print pocket shall hold all wiring schematics and instructions in a clear weatherproof sleeve with a side opening. Required UL labeling shall be located on the inside of the door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The dead-front door shall be hinged on the same side as the section door.

Pedestal mounting bolts shall not be visible or accessible externally. Pedestal mounting shall include pedestal mounting base and hardware. Pad mounting shall include concrete pad mounting base, anchor bolt kit and hardware.

Meter Power Pedestals shall be rated for 600 VAC, installed with protection against damage from greater currents. The pedestals shall be grounded with grounding rods in conformance with the National Electric Code. The following equipment is for a typical installation and may or may not be required as shown on the plans:

1) Fusible Meter Disconnect ahead of meter (optional per utility company requirements)

2) Meter Sockets (200-amp minimum).

3) Service main circuit breaker that is installed in a circuit load center as sized on the plans.

4) Circuit load center with an all-copper bus for loads.

5) Circuit breakers.
(6) Ground Fault Circuit Interrupter Receptacle (20-amp, 120 VAC NEMA 5-20R).

(7) Test Switch.

(8) Mounting pans or false backs for circuit breakers, contactors, relays, switches, transformers, and other types of electrical equipment mounted inside the cabinet.

The internal wiring of cabinets shall be assembled by a UL listed facility or by a licensed master electrician using UL listed components. Cabinets shall conform to one or more of the following standards where appropriate: UL 50, Cabinets and Boxes; UL 67, Panel Boards and UL 869A, Service Equipment.

Circuit breakers and equipment shall be labeled with an engraved permanent label on the dead-front panel to indicate the circuit controlled.

715.10 Heavy Duty Safety Switch. All switches shall be heavy duty rated. Switch blades and jaws shall be fixable and plated copper. Switches shall have a pad lockable handle. Switches shall have defeatable door interlocks that prevent the door from opening when the handle is in the ON position (except for double-throw switches). Defeater mechanism shall be front accessible. Switches shall have deionizing arc chutes. Switch assembly and operating handle shall be an integral part of the enclosure base.

Switches rated 30 A to 600 A shall have reinforced fuse clips. Switch blades shall be readily visible in the “ON” and “OFF” position. Switch operating mechanism shall be non-teaseable, positive quick-make/quick-break type. Bail type mechanisms are not acceptable. Fusible switches shall be suitable for service entrance equipment (except for 4-pole switches and 1200 A when used on 480Y/277 WYE systems). Switches shall have line terminal shields (except for non-fusible double throw switches).

Switches shall be suitable for systems capable of 200 kA at 480 V with Class J, L, R, or T fusing as applicable for single-throw switches; 100 kA at 600 V for double-throw switches. Embossed or engraved ON-OFF indication shall be provided. Double-make, double-break switch blade feature shall be provided. Fuse pullers shall be provided on all NEMA 3R, 4X and 12 switches through 200 A. Renewal parts data shall be shown on the inside of the door.

END OF SECTION
Section 614 of the Standard Specifications is hereby revised for this project as follows:

Subsection 614.01 shall include the following:

The Contractor shall furnish nine Roadway Weather Towers, and install eight Roadway Weather Towers at the location(s) as shown on the project plans, as well as delivery of one tower to Weld County Public Works and installation of electrical connections at one (1) location as shown in the project plans. An electrician shall be provided on-site during the installation of Vaisala weather monitoring equipment. This shall be coordinated by the contractor with Vaisala.

Subsection 614.02 shall include the following:

All equipment offered by the bidder shall be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have not been placed anywhere for evaluation purposes.

The contractor shall make the appropriate arrangements with the power service provider for the installation of 120 VAC service to the tower locations. The arrangements include but are not limited to: coordinating with the electric companies to arrange for power and a meter, obtaining the required building permits, having a licensed electrical contractor install all wiring from the power pole to the towers, etc. Power shall be placed in a 2-inch conduit as specified in the Revision to Section 613 of the Standard Specifications.

The Contractor shall install eight (8) heavy-duty fold-over towers, eight (8) base assemblies, eight (8) concrete footings, and eight (8) concrete pads. The towers shall come equipped with a concrete footing section, hinge base assembly, fold-over assembly, lightning rod, grounding kit, grounding rods, and winch.

The towers shall be hinged approximately 10 feet above grade to allow the upper portion of the tower to be lowered by one person. The fold-over device shall be installed with a hand operated winch. When the towers are folded, they must fold over in accordance with the project plans. The towers shall be installed on a concrete foundation in accordance with the manufacture’s recommendations.

Subsection 614.09 shall include the following:

For the installation of Roadway Weather Towers the Contractor shall adhere to the manufacturer’s recommendations.

As shown on the plans, the Contractor shall install the proper number and size of power conductors from the Roadway Weather Tower to existing power source, as shown on the plans.

Subsection 614.13 shall include the following:

The Roadway Weather Towers will be measured by the number installed and accepted. The installation shall include any clearing and grubbing, erosion control measures, topsoil stockpiling, topsoil distribution, seeding, hydraulic growth mediums, mulching, and concrete.
Subsection 614.14 shall include the following:

The Roadway Weather Towers will each be paid for at the contract unit price for the pay item listed below upon completion of all installations. Roadway Weather Tower contract unit prices shall be full compensation for work described above and as specified in the plans.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway Weather Tower</td>
<td>Each</td>
</tr>
</tbody>
</table>

The Roadway Weather Tower shall include the cost of getting power to the tower.

END OF SECTION
1

REVISION OF SECTION 614
GROUNDING AND BONDING

Section 614 of the Standard Specifications is hereby revised for this project as follows:

Subsection 614.01 shall include the following:

This work consists of grounding and bonding requirements at project locations for all Roadway Weather Towers. The work covered in this section consists of labor, materials, and services required for a functional and unobtrusive grounding system.

(a) General. Provide comprehensive grounding and bonding for future RWIS equipment. The target resistance to ground value is equal to or less than 10 Ω.

(b) Applicable Documents. Work performed in this section shall comply with the most current edition of the following codes and/or standards:
3. NEMA GR 1 – Grounding Rod Electrodes and Grounding Rod Electrode Couplings
4. NFPA 70 – National Electrical Code
5. NFPA 70E – Standard for Electrical Safety in the Workplace
6. NFPA 780 – Standard for the Installation of Lightning Protection Systems
7. TIA-607 – Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
8. UL 96 – Lightning Protection Components
9. UL 96A – Installation Requirements for Lightning Protection Systems
10. UL 467 – Grounding and Bonding Equipment

(c) Identify to the Engineer any conflicts between the requirements of codes/standards development organizations and the plans and specifications for this project.

(d) Submittals.
1. Provide cut-sheets of each type of product proposed for approval by the Engineer prior to commencement of work.
2. Provide a system plan, conductor routing, supports, connectors and ground rods along with connection, mounting and splicing details.

The Contractor shall be on-site when Vaisala Inc. is installing the weather sensors to ensure that electrical power is being provided to the weather station.

Subsection 614.02 shall include the following:

(a) Components.
1. Grounding electrodes (driven rods). Provide ground rods that meet or exceed the following requirements:
   A. Preferred. Copper-clad steel ground rods (pointed) shall not be less than 0.625-inch diameter and a minimum of eight (8) feet in length. It shall be UL certified and have a minimum plating thickness of 10 mil copper cladding.
   B. Other Alternatives. Other ground rod types, such as chemical ground electrodes, may be considered based on site soil chemistry, adjacent electrically bonded structures, or if the installation must occur in a corrosive area, but must be approved by the Engineer in writing.
2. Grounding Electrode Conductor. The grounding electrode conductor shall be solid or stranded copper with a minimum size of #6 AWG, unless otherwise specified. The Contractor shall size the grounding electrode conductor in accordance with Article 250.66 of the NEC. Bare and insulated grounding electrode conductors shall be permitted, as approved by the Engineer. Insulated grounding electrode conductors shall be Type THWN and conform to the requirements of Article 310 of the NEC. Insulated grounding electrode conductors shall utilize a green jacket color. The grounding electrode conductor run shall be installed in one continuous run without a splice or joint, except as permitted in accordance with Article 250.64(C) of the NEC. For bonding between a cabinet frame and busbar, a braided ground strap shall be utilized. The braided ground strap shall consist of non-insulated tinned copper flat braid wire with a minimum width of 0.5 inches and a thickness of 0.07 inches (based on estimated #6 AWG equivalence).

3. Grounding Connectors. Grounding connectors shall be provided for attachment to grounding electrodes, ground bus and ground lugs. Grounding and bonding connections shall be made by means of a compression connector, a mechanical connector, or an exothermic weld. Mechanical and compression connectors shall have only one conductor installed unless designed or UL-listed for more conductors. Mechanical connections shall only be permitted when a compression or exothermic connection cannot be made.

4. Ground Bus. Provide copper bar stock grounding busbar as shown on plans. If the dimensions of the busbar are not shown on the plans, the minimum size shall be 0.25-inch thick by 2 inches high by 6 inches wide and positions for five lugs, unless otherwise specified by the Engineer. Hole patterns on the busbar shall accommodate two-hole lugs in accordance with TIA-607 and hole spacing should not be less than 0.75 inch. Busbar must be wall mountable and UL certified. Stand-off brackets shall also be included and brackets shall be manufactured from 300 series stainless steel with stainless steel bolts and lock washers.

Delete subsection 614.10 (c) and replace with the following:

(c) General. Install equipment, materials and devices in accordance with equipment manufacturer’s written instructions and in compliance with applicable installation standards.

a. Connections.
   i. Provide exothermically welded connections below grade and in areas exposed to visible moisture.
   ii. Provide heavy duty bolted clamped connections, UL listed, above grade and in areas where safety to personnel and structures dictate.

b. Installation.
   i. Install one grounding electrode. Each grounding electrode shall be installed such that at least the entire length is in contact with the soil. Where a rock bottom is encountered, the grounding electrode installation shall conform to the requirements of Article 250.53(G) of the NEC. The grounding electrode system shall be installed within the right-of-way.
   ii. Leave top of grounding electrode exposed for testing and for verifying quantities.
   iii. Measure the resistance of the installed grounding electrode with respect to the surrounding soil using an earth ground resistance tester.
iv. If the results exceed 10 Ω, install a second grounding electrode a minimum of one electrode length away from the first grounding electrode. The bonding jumper used to connect grounding electrodes shall be installed and sized in accordance with Article 250.53(C) of the NEC.

v. Measure the resistance of the installed grounding electrode system with respect to the surrounding soil using an earth ground resistance tester.

vi. Record and report results to Engineer in writing. The target resistance to ground is equal to or less than 10 Ω, however after installing two grounding electrodes, a resistance to ground value equal to or less than 25 Ω will be accepted by the Project Engineer. The Contractor shall be responsible for confirming the resistance to ground requirements with the various manufacturers of the equipment it procures for this project. Where manufacturers have more stringent resistance to ground requirements for operational performance and warranties, the Contractor shall be required to adhere to the manufacturer’s requirements for acceptance by the Project Engineer.

vii. In the absence of low resistance soil conditions, the Engineer, at his/her sole discretion, may allow the use of the following: bentonite to fill the ground rod hole; chemical electrodes; or ground enhancement material. The Contractor shall obtain written permission from the Engineer prior to using the previously mentioned materials.

c. Surface Preparation

i. Ground Bus. An abrasive pad shall be used to remove any dirt, grease, oil and oxidation from the ground bus. A thin coating of antioxidant compound shall be applied to the connection point on the ground bus. Using stainless steel hardware, the Contractor shall tighten and torque to the value specified for the hardware grade, material and size. Only one lug shall be installed per a two-hole mounting on a bonding surface. Lugs shall not overlap or use the same mounting holes on a bonding surface. Due to thermal cycling anticipated in the field environment, the lock washer shall be substituted with flat washers and a cupped spring washer (i.e., Belleville washer), with the cup against the head of the bolt.

ii. Other Surfaces. Clean the surface thoroughly where the grounding lug is to be connected. The grounding surface shall be clean of any paint, dirt, grease, oil, rust and other oxidation. A thin coating of antioxidant compound shall be applied to the connection point on the surface. Using stainless steel or silicon bronze hardware, the Contractor shall tighten and torque to the value specified for the hardware material and size. Lugs shall not overlap or use the same mounting holes on a bonding surface. The lock washer shall be substituted with flat washers and a cupped spring washer, with the cup against the head of the bolt.

iii. Ground Attachment to Structures and Towers. The grounding electrode conductor shall be connected to the ground stud on a structure or tower using stainless steel nuts and cupped spring washers. The connector type for the grounding electrode conductor shall be a full circle connector sized appropriately for the diameter of the ground stud and the wire gauge of the conductor. Where a ground stud does not exist on a structure or tower, the Contractor shall install a tapped and threaded hole to accommodate the grounding electrode conductor and screw. The connector type for the grounding electrode conductor shall be a full circle connector sized appropriately for the diameter of the screw and the wire gauge of the conductor. Stainless steel screws and cupped spring washers shall be included.
iv. **Grounding Connectors.** The lug size, configuration and material for compression connectors shall be selected based on the grounding electrode conductor size and fastening conditions. The insulation shall be trimmed back so that the bared grounding electrode conductor is slightly longer than the barrel. After applying an antioxidant compound on the exposed grounding electrode conductor, insert the conductor so that it touches the end of the barrel as viewed through the inspection port. Ensure the grounding electrode conductor remains at the end of the barrel before making the first crimp nearest the tongue end and working toward the conductor with the remaining crimps.

The lug manufacturer’s instructions shall be followed for the number of crimps and their location on the barrel.

For exothermic welds to the grounding electrode conductor, select the mold and weld metal applicable to the conductor size and lug configuration. Clean and dry (using a torch) the grounding electrode conductor and the mold. Insert the conductor and lug into the mold. Close the handle clamp, lock the mold and then insert the disk into the mold. Pour the weld metal into the mold and apply the starting material over the weld metal and on the lip of the mold. Close the cover and ignite using a flint igniter. After the reaction is complete, wait a minimum of 15 seconds and then open the mold and remove the finished lug connection. Clean any slag from the finished lug connection.

d. **Testing.**
   
i. Testing shall be performed prior to connecting to utility ground in an effort to eliminate ground loops.
   
   ii. When the grounding electrodes are installed, they shall be measured for their effectiveness using the three-point, fall of potential method per IEEE 81 to measure the resistance of the installed grounding electrode configuration with respect to the surrounding soil using an earth ground resistance tester. The final measurement must be performed in the presence of the Project Engineer designated representative. Provide documentation to the Engineer of ground grid measurement results for each ITS site location tied to a single grounding system.
   
   iii. Contractor shall furnish its own earth ground resistance tester including stakes, clamps, cabling, transformers, and other required accessories needed to perform the testing. A copy of the earth ground resistance tester’s NIST certification shall be provided to the Engineer as verification that the unit has been calibrated using standards and instruments traceable to international standards.

**Subsection 614.13 shall include the following:**

Grounding and bonding will not be measured or paid for separately but will be considered subsidiary to the Roadway Weather Tower and shall include all labor, materials, equipment, testing and documentation required to complete the work.

**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 be revised to include the following:

Construction of a temporary access road into the work areas, and removal of the access road after construction is completed, shall be included in the Mobilization bid item.

CONSTRUCTION STAGING 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 Contractor shall provide erosion and sediment control for all staging areas and shall modify the Erosion and Sediment Control Plans to include staging areas.

The County has not acquired Temporary Construction Easements (TCE) for work on this project. If the Contractor needs to perform work on private property outside of the rights-of-way shown on the drawings, then the Contractor shall obtain TCEs. All agreements made between the Contractor and the private property owners for additional TCEs shall be made in writing and a copy of all written agreements shall be furnished to the County prior to any disturbance. The Contractor shall provide erosion and sediment control for all areas encompassed within the TCEs obtained by the Contractor and shall modify the Erosion and Sediment Control Plans to include TCEs.

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

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

In addition, the Contractor will be required to secure Right of Entry for property owners access that extend beyond the Right of Way Line. No separate payment will be made. Contractor to review the access plans and determine the extent of the right of entry required. Weld County shall be notified of the right of entry prior to entry.

END OF SECTION
1

REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Delete Subsection 630.17 and replace with the following:

All traffic control devices, flagging, traffic control management, and traffic control inspection shall be included in the Lump Sum cost for the Traffic Control Management bid item.

Resetting, repairing, or replacing traffic control devices is considered maintenance of the devices. Cleaning and maintaining of traffic control devices is incidental to the Traffic Control Management bid item and will not be paid for separately.

Subsection 630.18 shall be revised to include the following:

<table>
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<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control Management</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

END OF SECTION
1

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the County’s estimate for 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.

BASIS OF PAYMENT

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at $5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<table>
<thead>
<tr>
<th>Force Account Item</th>
<th>Estimated Quantity</th>
<th>Amount</th>
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<tbody>
<tr>
<td>F/A Minor Contract Revisions</td>
<td>F/A</td>
<td>$1,500</td>
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</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 and is necessary to accomplish the scope of work for this contract. **Amount is per location of each of the nine locations shown in the project plans.**

END OF SECTION
TRAFFIC CONTROL PLAN – GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10.

The components of the traffic control plan (TCP) for this project are included in the following:

1. Subsection 104.04 and Section 630 of the specifications.

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

Special Traffic Control Plan requirements for this project are as follows:

During the construction of this project, traffic shall use the present traveled roadway unless identified on the plans or approved by the Engineer.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless directed. Access to private properties shall be maintained at all times.

Traffic shall not be delayed for more than 15 minutes or as directed by the Engineer when the roadway is open to traffic.

Two weeks prior to any road closure, the Contractor shall notify the Weld County Public Works Department.

The Traffic Control Management (TCM) bid item quantity is intended for days in which a new traffic control setup (MHT) is being implemented.

The Contractor shall not perform any work on the roadway between the hours of 6 p.m. and 6 a.m. unless approved by the Engineer.

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

END OF SECTION
UTILITIES COORDINATION

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.10 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project. The known utilities are shown on the Contract Drawings. However, additional unknown utilities may exist within the project limits, and the location of known utilities is estimated and the accuracy of shown utility locations is not guaranteed.

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavation or grading is planned in the area of 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.

Known utilities within the limits of this project are noted in the plans.

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 the utility work with minimum delay to the project.

The locations of buried lines 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.

The Contractor shall verify the location of all utilities, underground pipelines, agricultural irrigation lines, etc. prior to the start of any digging using non-destructive methods to verify utility clearances. If utilities were relocated during the design and ROW acquisition portion of the project, the Contractor shall be responsible for verifying the depth and position of the relocated facilities.

For buried lines within 10 feet of any areas of disturbance, the Contractor shall obtain pothole information on the utility as needed to ensure no damage to the utility.

The pothole information including horizontal and vertical position shall be stamped and signed by a registered PLS licensed in the State of Colorado.

BASIS OF PAYMENT

All costs (except potholing) are incidental to the foregoing requirements will not be paid for separately but shall be included in the work. Potholing will be paid at the unit prices provided in the bid. No monetary compensation will be made to the Contractor for delays or any other issues related to utility conflicts.

END OF SECTION
WELD COUNTY PUBLIC WORKS
BID CONSTRUCTION PLANS FOR
ROADWAY WEATHER TOWERS

SITE LOCATION TABLE

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>NAME</th>
<th>QUADRANT</th>
<th>LOCATION MAP PAGE</th>
<th>PRIORITY</th>
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<tr>
<td>1</td>
<td>CR 22 &amp; CR 41</td>
<td>SOUTH-WEST</td>
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<td>8</td>
<td>CR 44 &amp; CR 49</td>
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<td>CR 61.5 &amp; CR 47</td>
<td>SOUTH-WEST</td>
<td>SHEET 11</td>
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*USE A GLENMARTIN MF-1333 MARTIN FOLD-OVER TOWER, INCLUDING BRAKE WINCH BW-8001U AND ANTI-CLIMB FOLD OVER PANELS AC-1300

CALL UTILITY NOTIFICATION CENTER OF COLORADO
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

OVERSIGHT/NHS
FHWA REGION VIII OVERSIGHT?  NO  YES
NATIONAL HIGHWAY SYSTEM?  NO  YES

INDEX OF SHEETS
SHEET #  SHEET TITLE
1   COVER SHEET
2   GENERAL NOTES
3-11  LOCATION MAPS
12  PLAN SHEET
13  UTILITY CONTACT INFORMATION & BOLLARD DETAIL
14-17  GLENMARTIN DETAILS

Computer File Information
Date: 09/20/2019  MBF 9.7
Last Modified Date: 01/28/2020  MBF 9.7
Full Path: M:\PROJECTS_DESIGN\WEATHER STATIONS\RWIS_DETAILS 2.DWG
AutoCAD Version: 2019

Index of Revisions
Date: -  Comments: -  Initials: -
-  -  -
-  -  -
-  -  -

Legend
- Tower Locations
- Arterial
- Collector
- Highway
- Paved
- Gravel
- Municipal, Paved
- Municipal, Gravel

WELD COUNTY
As Constructed
RW TOWERS
COVER

PUBLIC WORKING DEPARTMENT
1111 H. STREET
P.O. BOX 758
GREELEY, CO. 80632-0758
PHONE: (970) 356-4000
FAX: (970) 304-6497

No Revisions:
Designer: H. BALZANO
Detailer: H. BALZANO

Project No./Code
AD-23

Sheet Subset: Cover
Sheet Number 1 of 17
1. This project consists of furnishing and installing fold-over towers, conduit, pull boxes, concrete, and electrical connections. For specific details of infrastructural and environmental mobilization, see the pre-construction meetings and the project special provisions. All work shall be in accordance with the CDOT standards, WELD COUNTY STANDARDS, M & S STANDARD PLANS, 2019 EDITION, THE MANUAL OF INFRASTRUCTURE AND CONSTRUCTION PERMITS, and the NATIONAL ELECTRICAL CODE (NEC).

2. Symbols are not to scale and have been enlarged for clarity. Do not scale dimensions for future construction.

3. All buried conduit shall be scheduled 8"hope and shall be buried a minimum of 42 inches deep.

4. Conduit shall be routed so as to avoid existing and proposed obstructions. Contractor shall avoid any power vaults, switch gear, etc. when installing the conduit.

5. All conduit shall be plugged per the revision of section 613 and 713 electrical conduit. At insertion points such as stub outs, pull boxes, and controller cabinets on the day of installation, conduit plugs, tap tape, and tracer wire are to be installed, and contractor will be required to ream and clean out conduits at no additional cost.

6. Street cuts for conduits in existing pavement shall not be allowed. Unless otherwise shown on the plans or approved by the project engineer.

7. Contractor shall clean all underground conduit with an approved-sized mandrel and blow out with compressed air prior to installing new cables to verify whether the conduit is usable. Contractor shall notify the project engineer of any damaged, or unusable segments of conduit.

8. All item locations are approximate and are to be field located by the appropriate agencies.

9. Upon completion of the work, the contractor shall submit record drawings, "as constructed" drawings to the county and to the project engineer, conduit and pull boxes. And other significant work items at no additional cost to the project. The contractor shall submit section plan set with changes marked in red ink, this will not be paid for separately, but shall be included in the cost of the project.

10. The contractor is required to submit a minimum of one (1) hard copy of the material product sheets to WELD COUNTY for review. Weld county shall review the required submittals and return comments within 14 days.

11. No construction vehicles shall be staged on the roadway at any time without appropriate construction traffic control. Vehicles parked in the roadway shall be parked near the roadway as traffic congestion control measures shall be parked on private property without the written consent of the landowner and such consent shall be provided to WELD COUNTY.

12. All staging areas shall be submitted to the project engineer for approval.

13. The contractor shall keep all environmentally sensitive areas, such as waterways, wetlands, and the like, free and clear of debris. No materials, equipment, or vehicles shall be parked or staged in any such areas without written consent from the county.

14. The contractor shall remove, in a timely manner, all sediment, mud, debris, or other potential pollutants which may be discarded, or contaminated in the flow lines and public rights of way as a result of construction activities associated with this project. This shall be completed at no additional cost to the county.

15. Work activities including the movement and placement of vehicles and equipment shall not disturb wetlands or threatened and endangered species or their habitat. If such activities are performed, the county shall be notified so that all applicable clearances and permits may be obtained.

16. Temporary erosion control during construction shall be provided as necessary to prevent the roadway from erosion. Erosion control measures shall be maintained in good repair by the contractor until such time as the entire disturbed area is stabilized with hard surface landscaping. All erosion control shall be included in the cost of the tower and shall not be paid for separately.

17. The contractor shall obtain a ROW permit from WELD COUNTY. Contact the WELD COUNTY Right-of-Way Office at 970-356-4000 PRIOR TO THE START OF CONSTRUCTION. The ROW permit application shall include a CONSTRUCTION PLAN, INK WASH, AND REVISED CDOT STANDARD STANDARDS FOR TRAFFIC CONTROL S 430-1. The contractor shall be responsible for providing appropriate traffic control devices that may be required by the traffic activities.

18. The contractor shall maintain access to affected properties at all times during construction.

19. The contractor shall be responsible for all aspects of safety including, but not limited to, excavation, trenching, shoring, traffic control, and security.

20. The contractor shall have, on site at all times, one (1) copy of the approved plans, one (1) copy of the appropriate standard specifications, and a copy of any permits and agreements needed for the work.

21. Contractor shall inspect equipment and vehicles as often as is necessary to ensure that petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavements. Absorption materials or containers shall be used to prevent leakage of POL from reaching the soil or pavements. Contractor shall carry approved absorption materials or containers of sufficient capacity to contain any leak of POL. POL exposed to the ground as a result of POL leakages and cleanup remain the property of the contractor. Packaged POL leakages will not be paid for separately, but shall be included in the cost of work.

22. All range points, ties, benchmarks, or survey control points which may be encountered during construction shall be surveyed prior to disturbing. This will not be paid for separately but shall be included in the work. Any quadrant shall be damaged at the contractor's expense.

23. All excavations left unattended shall be fenced with orange safety fence and marked with danger signs. Any excavation shall remain open during non-work period without being covered. This will not be paid for separately, but shall be included in the cost of the project.

24. The contractor shall satisfy themselves as to the accuracy of all quantities and bring any discrepancies to the attention of the project engineer, in writing, at his earliest opportunity.

25. All items designated for removal that are not designated for salvage shall be disposed of in accordance with the standards and federal, state, and local laws and ordinances. The most restrictive provision shall govern the disposal of the contractor and shall be removed from the project site accordingly. The disposal of non-recovery as salvage, and any material which may not be salvaged shall be paid for separately. No vehicles shall be parked on private property without the written consent of the landowner and such consent shall be provided to WELD COUNTY.

26. All construction traffic control devices shall be removed from the roadway at the end of each workday.

27. The contractor shall be responsible for coordinating the power drop with each respective electric company.

28. The contractor shall obtain an electrical permit for each location from the WELD COUNTY building department. WELD COUNTY UPBANDING DEPARTMENT, WELD COUNTY shall be responsible for the property owner. All electrical work done by the contractor at the roadway installation locations shall be inspected by the WELD COUNTY BUILDING DEPARTMENT.

29. The contractor's attention is directed to subsection 105.11 of the standard specifications concerning utility specifications for this project. The physical features within the limits of the project shall be shown based on the best available information at the time of the work. The contractor shall verify and be responsible for all features, including all underlying and above ground utilities. Prior to beginning any work, the contractor shall be responsible for field locating and verifying all utility locations. For utility coordination, the contractor shall contact the utility notification center of ARIADNE.
## SUMMARY OF APPROXIMATE QUANTITIES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID SCHEDULE ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
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**Tower 1: CR 22 & CR 41**

Approx. Northing: 1,297,068
Approx. Easting: 3,229,601
Final location is marked
Fold tower to east
Electric utility: United Power
Utilities:
- Atmos Energy
- DCP Midstream - standby at excavation required
- Century Link
- United Power - standby at excavation required, known fiber optic utilities in area of project

---

**WELD COUNTY**

As Constructed

**RW Towers CR 22 & CR 41 Location Map**

No Revisions

- Designer: H. BALZANO
- Detailer: H. BALZANO
- Sheet: 3 of 17
### SUMMARY OF APPROXIMATE QUANTITIES

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### TOWER 2: CR 136 & CR 77

**APPROX. NORTHING:** 1,599,607  
**APPROX. EASTING:** 3,322,178  
**FINAL LOCATION IS MARKED**  
FOLD TOWER EAST OR WEST  
**ELECTRIC UTILITY:** HIGH WEST ENERGY  
**UTILITIES:** NO KNOWN CONFLICTS
### SUMMARY OF APPROXIMATE QUANTITIES

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**TOWER 3: CR 50 & CR 59**

**APPROX. NORTING:** 1,371,421  
**APPROX. EASTING:** 3,276,662  
**FINAL LOCATION IS MARKED**  
**FOLD TOWER TO NORTH**  
**ELECTRIC UTILITY: XCEL ENERGY**  
**UTILITIES:**  
- CWCWD  
- DCP  
- XCEL  
- CENTURYLINK

---

**WELD COUNTY**

**PUBLIC WORKS DEPARTMENT**

**1111 H. STREET**

**GREELEY, CO. 80632-0758**

**PHONE:** (970) 356-4000  
**FAX:** (970) 304-6497

**Designer:**  
**Detailer:** H. BALZANO

---

**WELD COUNTY**

**CR 50 & CR 59 LOCATION MAP**

**As Constructed**

**Project No./Code:** AD-23
SUMMARY OF APPROXIMATE QUANTITIES

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TOWER 4: CR 390 & CR 105
APPROX. NORTING: 1,498,831
APPROX. EASTING: 3,397,122
FINAL LOCATION IS MARKED FOLD TOWER TO NORTH
ELECTRIC UTILITY: MORGAN COUNTY REA UTILITIES: NO KNOWN CONFLICTS

APPROXIMATE PROPOSED LOCATION OF RWIS TOWER
**NO CURRENT AERIAL IMAGERY IS AVAILABLE**

COUNTY ROAD 390
COUNTY ROAD 105

CALL UTILITY NOTIFICATION CENTER OF COLORADO
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

0 60 120 Feet
0 80 100 Feet

WELD COUNTY
PUBLIC WORKS DEPARTMENT
P.O. BOX 758
GREELEY, CO 80632-0758
PHONE: (970) 356-4000
FAX: (970) 304-6497

AD-23
CR 390 & CR 105 LOCATION MAP
Sheet Number 6 of 17
**POWER WILL HAVE TO BE BROUGHT EITHER OVER THE ROADWAY OR WILL HAVE TO BE BORED UNDER THE ROADWAY TO THE SITE. THIS IS NOT TO BE PAID FOR SEPARATELY BUT INCLUDED IN THE ELECTRICAL HOOKUP & POWER DROP BID ITEM.**

### SUMMARY OF APPROXIMATE QUANTITIES

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### TOWER 5: CR 16 & CR 73

**APPROX. NORTHING:** 1,281,999  
**APPROX. EASTING:** 3,314,306  
**FINAL LOCATION WILL BE MARKED**  
**FOLD TOWER TO SOUTH**  
**ELECTRIC UTILITY: MORGAN COUNTY REA UTILITIES:**  
- AT&T  
- ATMOS  
- XCEL HI PRESSURE GAS  
- ROGGEN TELEPHONE  
- PAINTED PEGASUS (NO RESPONSE)
SUMMARY OF APPROXIMATE QUANTITIES

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TOWER 6: CR 74 & CR 51
NORTHING: 1,434,435
EASTING: 3,254,638
FINAL LOCATION IS MARKED
FOLD TOWER TO EAST
ELECTRIC UTILITY: XCEL ENERGY
UTILITIES:
CENTURY LINK - STANDBY AT EXCAVATION REQUIRED
NORTH WELD COUNTY WATER
XCEL - CROSSINGS MUST BE EXPOSED DURING TRENCHLESS EXCAVATION
### SUMMARY OF APPROXIMATE QUANTITIES

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**TOWER 7: CR 126 & CR 21**

NORTHING: 1,570,252
EASTING: 3,172,623

FINAL LOCATION IS MARKED
FOLD TOWER TO EAST

ELECTRIC UTILITY: POUDRE VALLEY REA UTILITIES:
- CENTURY LINK
- U.S. SPRINT
- ZAYO BANDWIDTH - 360 NETWORKS
- NUNN TELEPHONE - UTILITIES MARKED, MAY HAVE ABANDONED UTILITIES
## SUMMARY OF APPROXIMATE QUANTITIES

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**TOWER 8: CR 44 & CR 49**

- **Northing:** 1,354,982
- **Easting:** 3,250,483
- **Final Location is Marked**
- **Fold Tower to North**
- **Electric Utility:** Poudre Valley REA
  - *Electrical hookup is underground*
- **Utilities:**
  - DCP
  - Noble
  - PVREA
  - Century Link

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**Index of Revisions**

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**Computer File Information**

- **Creation Date:** 09/20/2019
- **Full Path:** M:\PROJECTS\DESIGN\WEATHER STATIONS
- **Drawing File Name:** RWIS/details 2.dwg
- **AutoCAD Version:** 10
- **Units:** English

---

**As Noted**

**Project No./Code:** AD-23

**Public Works Department**

- **Address:** 1111 9TH ST
- **Greeley, Co. 80634-0746
- **Phone:** (970) 356-4000
- **Fax:** (970) 356-4497

**Designer:** H. Balzino

**Detailer:** H. Balzino

**Drawn:** H. Balzino

**Reviewed:** H. Balzino

**As Constructed:**

**RW TOWERS CR 44 & CR 49 LOCATION MAP**

**Sheet Subset:** CR 44 & CR 49 LOCATION MAP
### SUMMARY OF APPROXIMATE QUANTITIES

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**LOCATION 9: CR 60.5 & CR 47**

SOUTH-WEST TRAFFIC SIGNAL  
NORTHING: 1,399,110  
EASTING: 3,244,789  
ELECTRICAL UTILITY: XCEL ENERGY

**PLEASE NOTE THAT THIS LOCATION IS FOR ELECTRICAL HOOKUP ONLY**
WEATHER TOWER
PROFILE VIEW

TOWER FOLD OVER
ASSEMBLY
ANTI-CLIMB PANEL
CONDUIT FOR FUTURE BOX
ONE (1) 2" CONDUIT FOR AC POWER
GRADE 30.0'
SHOULDER VARIES TRAVEL LANE EDGE OF TRAVELED LANE 0.5'
3.33' (MIN)
5/8" COPPER CLAD STEEL GROUND ROD 4.0' (MIN)
8'
8' GROUND TERMINATION RODS (2 PER TOWER LEG) (2 NOT SHOWN) (SEE DETAILS)

WEATHER TOWER
PLAN VIEW

TOWER FOLD OVER ASSEMBLY
ANTI-CLIMB PANEL
CONDUIT FOR FUTURE BOX
ONE (1) 2" CONDUIT FOR AC POWER
GRADE 30.0'
SHOULDER VARIES TRAVEL LANE EDGE OF TRAVELED LANE 0.5'
3.33' (MIN)
5/8" COPPER CLAD STEEL GROUND ROD 4.0' (MIN)
8'
8' GROUND TERMINATION RODS (2 PER TOWER LEG) (2 NOT SHOWN) (SEE DETAILS)

NOTES:
1. SEE THE MANUFACTURER’S SPECIFICATIONS FOR THE GLENNMARTIN MF-1333 MARTIN FOLD-OVER TOWER, INCLUDING BRAKE WINCH BW-8001U AND ANTI-CLIMB FOLD OVER PANELS AC-1300
2. THE CONTRACTOR SHALL WORK WITH THE UTILITY COMPANIES TO SET A METER AND PROVIDE POWER FOR THE SITE.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LENGTHS OF CABLES AND ENSURING THE CORRECT LENGTHS ARE ORDERED. COST FOR CABLES INCLUDE THE POWER CABLE.
4. THE APPROXIMATE LOCATION OF CONDUIT LINES TO BE INSTALLED SHALL BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITIES.
5. ALL EQUIPMENT SHALL BE INSTALLED PER THE MANUFACTURER’S RECOMMENDATION.
6. SITE PLACEMENT SHALL AVOID DRAINAGE FEATURES.
7. CONCRETE FOR THE BASE SHALL BE CLASS D, 4500 PSI AT 28 DAYS.
8. LEVEL THE TOP OF THE TOWER BASE SECTION TO ENSURE A STRAIGHT AND PLUMB TOWER INSTALLATION. THE TOP OF THE TOWER BASE SHALL BE A MINIMUM OF 6 INCHES ABOVE THE TOP OF THE CONCRETE PAD OR SHALL MEET MANUFACTURER RECOMMENDATIONS.
9. CONCRETE PAD SHALL BE SLOPED TO DIRECT WATER AWAY FROM THE EQUIPMENT.
10. CONTRACTOR IS RESPONSIBLE FOR INCORRECTLY INSTALLED EQUIPMENT OR MATERIALS.

SEED, MULCH, AND APPLY HYDRAULIC GROWTH MEDIUM FOR ALL DISTURBED AREAS. NOTE THAT THESE ITEMS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE TOWER.

PUBLIC WORKS DEPARTMENT
1111 H. STREET
P.O. BOX 758
GREELEY, CO. 80632-0758
PHONE: (970) 356-4000
FAX:    (970) 304-6497

CALL UTILITY NOTIFICATION CENTER OF COLORADO
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

2" CONDUIT FOR UTILITIES ROW LINE/FENCE TO POWER
SEE CONCRETE FOOTING SPECIFICATIONS FOR CB-1333 TOWER MOUNT INSTALLATION
8" GROUND TERMINATION RODS (2 PER TOWER LEG) (2 NOT SHOWN) (SEE DETAILS)

9/16" SOLID COPPER GROUND CABLE

2" COPPER CLAD STEEL GROUND ROD (ONE PER ROD)

5/8" GROUND ROD CLAMP (ONE PER ROD)

*TOWER SHALL FOLD IN THE DIRECTION INDICATED FOR EACH LOCATION

*TOWER BASE TO BE INSTALLED PER MANUFACTURER AND P.E. RECOMMENDATION

CONCRETE FOR THE BASE SHALL BE CLASS D, 4500 PSI AT 28 DAYS.
LEVEL THE TOP OF THE TOWER BASE SECTION TO ENSURE A STRAIGHT AND PLUMB TOWER INSTALLATION. THE TOP OF THE TOWER BASE SHALL BE A MINIMUM OF 6 INCHES ABOVE THE TOP OF THE CONCRETE PAD OR SHALL MEET MANUFACTURER RECOMMENDATIONS.

CONCRETE PAD SHALL BE SLOPED TO DIRECT WATER AWAY FROM THE EQUIPMENT.

CONTRACTOR IS RESPONSIBLE FOR INCORRECTLY INSTALLED EQUIPMENT OR MATERIALS.
**UTILITY CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>UTILITY</th>
<th>CONTACT INFORMATION</th>
<th>LOCATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATMOS ENERGY</td>
<td>JERRY ADAMS 970-304-2075</td>
<td>CR 22 &amp; 41, CR 16 &amp; 73</td>
</tr>
<tr>
<td>DCP MIDSTREAM</td>
<td>RANDY REINICK 970-378-6355, LEW HAGENLOCK 970-378-6351</td>
<td>CR 22 &amp; 41, CR 50 &amp; 59, CR 44 &amp; 49</td>
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<tr>
<td>CENTURY LINK</td>
<td>CARSON ORTEGA 970-392-4837</td>
<td>CR 22 &amp; 41, CR 50 &amp; 59, CR 74 &amp; 51, CR 126 &amp; 21, CR 44 &amp; 49</td>
</tr>
<tr>
<td>UNITED POWER</td>
<td>RANDY RULE 720-685-5661, BRAD 303-746-0397</td>
<td>CR 22 &amp; 41</td>
</tr>
<tr>
<td>CENTRAL WELD COUNTY</td>
<td>DARREN 970-352-1284</td>
<td>CR 50 &amp; 59</td>
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<tr>
<td>WATER DISTRICT</td>
<td></td>
<td>CR 74 &amp; 51</td>
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<tr>
<td>XCEL</td>
<td>801-364-1083</td>
<td>CR 50 &amp; 59, CR 74 &amp; 51</td>
</tr>
<tr>
<td>AT&amp;T</td>
<td>800-252-1133</td>
<td>CR 16 &amp; 73</td>
</tr>
<tr>
<td>XCEL HI PRESSURE GAS</td>
<td>SARAH ROBINSON 303-571-3926</td>
<td>CR 16 &amp; 73</td>
</tr>
<tr>
<td>ROGGEN TELEPHONE</td>
<td>WILL YOUNG 303-961-2385</td>
<td>CR 16 &amp; 73</td>
</tr>
<tr>
<td>PAINTED PEGASUS</td>
<td>832-849-5522</td>
<td>CR 16 &amp; 73</td>
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<tr>
<td>NORTH WELD COUNTY</td>
<td>970-356-3020</td>
<td>CR 74 &amp; 51</td>
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<tr>
<td>WATER</td>
<td></td>
<td>CR 51 &amp; 51</td>
</tr>
<tr>
<td>NUNN TELEPHONE</td>
<td>970-897-2300</td>
<td>CR 126 &amp; 2</td>
</tr>
<tr>
<td>U.S. SPRINT</td>
<td>800-521-0579</td>
<td>CR 126 &amp; 2</td>
</tr>
<tr>
<td>Zayo BANDWIDTH</td>
<td>888-728-9343</td>
<td>CR 126 &amp; 2</td>
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<tr>
<td>NOBLE</td>
<td>970-304-5000</td>
<td>CR 44 &amp; 49</td>
</tr>
<tr>
<td>PVMX</td>
<td>970-226-1234</td>
<td>CR 44 &amp; 49</td>
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</tbody>
</table>

**UTILITY CONTACT INFORMATION**

**WELD COUNTY**

PUBLIC WORKS DEPARTMENT
1111 H. STREET
GREELEY, CO. 80632-0758
PHONE: (970) 356-4000
FAX: (970) 304-6497

**BOLLARD DETAIL**

**AS NOTED**

1" DIA SCHEDULE 40 STEEL PIPE, FILL SOLID WITH CONCRETE

FINISHED GRADE

**PAINT AND CONCRETE SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK**

CALL UTILITY NOTIFICATION CENTER OF COLORADO
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

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### SAFETY RULES

1. Never mount any tower system close to wires or power lines.

2. Never attempt to touch someone who is in contact with power lines or wires.

3. Never climb the tower. Serious injury could result from a fall. This is even more dangerous when you are on a roof top.

4. Use the buddy system. Always have someone helping nearby.

5. Always keep children away.

6. NEVER attempt to install or attempt to repair equipment while under the influence of drugs, alcohol or any medication.

*Please keep these instructions in a safe place after installation.*

---

### GlenMartin WARRANTY

GlenMartin, Inc. warrants this Fold-over tower for one full year. If this product fails to give the original purchaser complete satisfaction within one year from the original date of purchase, return it to the nearest authorized distributor and GlenMartin, Inc. will repair it, free of charge. GlenMartin, Inc. will not be liable for loss or damage to property or any incidental or consequential loss or expense from property damage due directly or indirectly from the use of this product.

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<td>Safety Rules</td>
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<tr>
<td>GME Warranty</td>
<td>8</td>
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</table>
Congratulations!

We would like to thank you for choosing a GlenMartin, Inc. Martin Fold-Over Meteorological Tower. This fold-over tower is manufactured in the USA of quality 6061-T6 anodized aluminum, stainless steel and galvanized steel for durability and long life. Please take the time to inspect the winch cable and winch at least once a month for rust or other problems. Lightly grease the stainless steel winch cable as needed. With proper care, your fold-over meteorological tower should give you a lifetime of use.

**TOOLS YOU'LL NEED FOR ASSEMBLY AND INSTALLATION**

- SOCKET SET
- ADJUSTABLE END WRENCH
- TAPE MEASURE

**READ CAREFULLY - THEN PLAN YOUR INSTALLATION PROCEDURE CAREFULLY**

Locate your tower site. Maintain a safe distance from all power lines. At least one and one-half to twice the height of the tower and antenna is a safe distance. Remember that any contact with power lines can be fatal to you. All towers should be properly guyed. All tower installations should be grounded per local or national codes. All towers should be installed by trained and experienced personnel and should be inspected by qualified personnel at least twice a year.

**Tower Installation:**

**CONCRETE FOOTING SECTION - CB-133:** Dig appropriate size hole. Use 4, 1/2 rebar tied in footing. With a piece of plywood a template can be made of the tower footing bolt holes and this can be used to verify that the CB-1333 holes will align with the tower after the concrete is dry. Electrical tape applied to the threads of the CB-1333 will prevent concrete from adhering and can easily removed after the concrete is dry. Finish concrete with a slight crown to drain water, making sure (1) studs are exposed 4" to 5" out of the top of concrete, (2) studs are level across top and (3) studs are indexed according to how tower will need to face.

**TOWER CONSTRUCTION - M-13:** Bolt complete sections together using short angle joint clips with a 7/16" nut driver. Make certain bolt heads are seated and torqued to nine foot pounds. Take care that joining tower surfaces are flush. Install diagonal brace across the spined tower joint. Refer to illustration on page 4.

**FOLD-OVER ASSEMBLY KIT:** See assembly instructions beginning on page 5.

**TOWER ERECTION:** The tower base section may be walked into vertical position with the help of several good men. The other two sections and cantilever leverage arm may be attached at the ten foot level via the hinge and installed all together when the first section is walked up. After tower is erected, replumb the tower with main leveling studs of the CB-1333. In some cases, it may be preferable to hire a professional tower erector.

**MF-1333 Fold Over Parts List**

<table>
<thead>
<tr>
<th>Part number</th>
<th>Description</th>
<th>Quantity</th>
</tr>
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<tbody>
<tr>
<td>3-0115</td>
<td>Top Mount</td>
<td>1</td>
</tr>
<tr>
<td>3-1215</td>
<td>3/16 SS Winch cable</td>
<td>1</td>
</tr>
<tr>
<td>3-0715</td>
<td>Fold over leverage arm</td>
<td>1</td>
</tr>
<tr>
<td>3-1315</td>
<td>Winch</td>
<td>1</td>
</tr>
<tr>
<td>3-0615</td>
<td>Hinge assembly</td>
<td>1</td>
</tr>
<tr>
<td>3-1615</td>
<td>Winch Handle</td>
<td>1</td>
</tr>
<tr>
<td>3-1715</td>
<td>1/2-13 x 2 SS bolts and nuts for leverage arm</td>
<td>10</td>
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</tbody>
</table>
**LIGHTNING ROD KIT INSTALLATION**

**PARTS LIST**

<table>
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<th>QTY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>18&quot; Point</td>
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<tr>
<td>1</td>
<td>Mounting Clamp</td>
</tr>
<tr>
<td>1</td>
<td>Bronze Bonding Plate</td>
</tr>
<tr>
<td>4</td>
<td>Copper Ground Wire</td>
</tr>
<tr>
<td>2</td>
<td>Ground Rod Clamps</td>
</tr>
<tr>
<td>1</td>
<td>Ground Rod</td>
</tr>
</tbody>
</table>

**Fold-Over Assembly Installation Instructions**

1. Before assembling please take an inventory of parts received.
2. The hinge assembly is bolted between the first two tower sections. Locate the hinge assembly on the tower sections and clamp in place so the mounting holes align.
3. Using the 1/2-13 stainless steel bolts and nuts attach the cantilever leverage arm to the middle tower section. Assemble the hinge between the middle and the lower tower section. Check the location of the bottom of the leverage arm to make sure the lock tab aligns with the lock hole near the winch plate. Fasten the winch cable to arm.

**Fold-Over OPERATING Information**

The fold-over assembly permits the installed tower to hinge at the 10’ level. This allows the equipment mounted on the tower to be serviced by lowering the tower rather than having to reach them from a bucket truck. A hand operated winch lowers the upper section(s) of the tower to ground level for easy access to any components mounted at the top.

**Note:** The tower folds OVER the equipment cabinet (not supplied).

To lower hinged section of your folding tower, (1) remove cover plate to expose winch, remove winch handle from storage and insert into pilot hole by depressing the pin on the winch handle extension. Verify that the winch handle will not come out of place after it is inserted. IMPORTANT! THE WINCH HANDLE MUST BE INSTALLED TO THE WINCH BEFORE LOOSENING ANY BOLTS ON THE LEVERAGE ARM. WITHOUT THE WINCH HANDLE INSTALLED PROPERLY THE TOWER COULD FREEWHEEL. (2) Remove the 1/2” nuts from the bottom 2 leverage arm clamps (being careful not to lose the 4 nuts). Next, manually pull the bottom of the leverage arm outward from the tower. Crank the winch cable to continue hinging the top sections of the tower downward.

To return the tower to the normal position, crank the tower vertical with the hand winch, and replace four nuts on the bottom leverage arm clamps holding the leverage arm to the bottom section of the tower. Remove the winch handle by depressing the safety pin and re-stow the winch handle in the winch compartment. Reinstall the cover plate over the winch opening. If locking the top section is desired, a paclock can be applied through the lock tab at the base of the leverage arm and the face plate on the tower.

Never install this fold-over tower in a position which, when folded over or erect, could come within one and one half times its height including mast and what is on the mast, with overhead power lines or other obstacles. The chart on Page 6 gives leverage-arm tolerances when tower is folded over.