I. Purpose
The Weld County Public Works Department is seeking qualifications submittals from qualified vendors for Engineering Services related to the design of the CR 66 & CR 41 intersection project. It is expected that the project will include the addition of left turn lanes on all legs, sight distance improvements, floodplain and drainage improvements, and access improvements. A traffic signal is not anticipated to be part of the project.

The intersection of CR 66 & CR 41 will be Portland Cement Concrete Pavement (PCCP) with Hot Mix Asphalt (HMA) approach roads. The PCCP will extend a minimum of 200 feet or more beyond the intersection limits as determined by coordination between the County and the Consultant.

The Best Value QBS process outlined in Chapter 5, Section 5-4-150 (C) will to utilized to select the design consultant. As part of the proposal, Consultant shall include a cost/fee estimate with associated hours for all professional services outlined below in Item III. There will be no negotiation of the cost/fee after selection of the Consultant. At a minimum, the cost proposal shall include the tasks shown in Attachment A.

II. General Project Description
Weld County is planning to reconstruct the CR 66 and CR 41 Intersection utilizing design services provided by engineering consultants and construction services provided by a general contractor. The total project estimate is $10.5 million.

The design data table for the project is included in Attachment B.

III. Scope of Services
The services will consist of detailed road and bridge/culvert design generally consisting of but not limited to:
A. Detailed road and bridge/culvert design generally consisting of overall plan preparation (30%, 60%, 95%, and Ready for Construction);
B. Surveying for all aspects of design, ROW, subsurface utility engineering, irrigation, as-built drawings, etc. The Consultant shall be responsible for obtaining Right to Enter forms from all affected property owners for surveying, geotechnical testing, and SUE purposes;
C. Geotechnical evaluations;
D. Subsurface utility engineering (SUE) report to a minimum Quality Level (QL) A for all existing utilities, oil and gas facilities, and agricultural irrigation facilities. The SUE shall include videotaping of all culvert and irrigation crossings of the roadway as well as videotaping of irrigation pipelines located adjacent to the existing and proposed ROW;
E. Hydraulic evaluations including floodplain modeling/permitting and FEMA CLOMR/LOMR process and County Flood Hazard Development Permit (FHDP) process. Note the roadway elevation on CR 66 through the floodplain has to be 0.17 feet (approximately 2 inches) lower than the current roadway elevation;
F. Report preparation including structure selection report if applicable, geotechnical report, and drainage report;
G. CDOT style Right-of-way plans including title work;
H. Specification preparation;
I. Coordination with property owners;
J. Attending irrigation board meetings, open houses, etc. to give presentations during the design phase and the ROW acquisition phase;
K. Environmental services. The design consultant shall utilize environmental services from Tiglas Ecological Services (business: 970-635-9183, cell 970-222-2151, email: tiglasd@aol.com);
L. Utility relocation coordination;
M. ROW acquisition services;
N. Shop drawing review;
O. Prefabrication inspections (if required); and
P. Responding to Contractor request for information (RFI) inquiries.

IV. Project Requirements
A. General Requirements
1. When performing field investigations, the Consultant shall provide reasonable provisions for Weld County representatives to observe the Consultant’s and/or sub-consultant’s work in progress.
2. Weld County will provide CAD files and available survey to the Consultant upon award of the Contract.
3. The Consultant shall provide a full range of engineering services and accept project management responsibility at all levels. The submitted cost and work hours shall be based on the work items described herein. The cost and work shall include a line item of Other Professional Services (OPS) in the amount of $90,000 which may be required (Weld County must pre-approve the use of this line item) during the project design.
4. All AutoCAD (Civil 3D) files shall follow the standards outlined in the latest edition of the CDOT CADD Manual or as approved by Weld County.
5. All design work shall be completed using the latest AASHTO and CDOT design and construction standards or guidelines, practices, and procedures. The Consultant shall also utilize the Weld County Engineering Criteria Manual for design parameters. In the event of a discrepancy between the design standards, the most stringent shall apply. Weld County shall determine the most stringent design standard at its sole discretion.
6. The Consultant and sub-consultants shall obtain a ROW Permit from Weld County when performing all field investigations and fieldwork. There will be no charge for the permit, however, the Consultant and/or sub-consultant shall provide traffic control plans, certificates of insurance, and the ROW permit application for review and issuance. The subsurface utility engineering (SUE) investigations and geotechnical testing shall also have a separate ROW permit for the sub-consultants performing the work. The cost of all traffic control (including permitting) shall be included in the cost of the project. All traffic control is subject to the County’s acceptance prior to the commencement of the work.
7. The Consultant shall provide monthly invoices including detailed written monthly progress reports for the project duration. The monthly progress reports shall consist of:
   a) A cover letter outlining all work billed for during the invoice period;
   b) Backup data showing the personnel working on a task, their hourly rate, descriptions for each task, and the numbers of hours billed to the task;
   c) A time sheet certification signed by the Consultant’s project manager; and
   d) Sub-Consultant invoices shall include the same information as backup documentation.

B. Conceptual Design (30% Design)
1. The Consultant shall provide two options for the intersection layout (Option 1 – Stay on Current Alignment and Option 2 – Move Intersection and CR 66 South of Current Alignment). The options shall evaluate the cost of acquiring ROW/easements, moving utilities including oil and gas facilities and irrigation facilities, and construction estimates. The Consultant shall communicate with the affected landowners to determine if Option 1 is viable without the use of condemnation.
2. The Consultant shall provide conceptual design alternatives for bridge/culvert concepts (at least three) to be included in a structure selection report. This report shall include conceptual drawings and design calculations, identify all land acquisition requirements and contain a conceptual Opinion of Cost to identify any possible funding shortfalls.
3. A preliminary Geotechnical Report shall be prepared during this phase of the design. The Geotechnical Report shall include a PCCP design for the intersection and an HMA design for the approach roads.

C. SUE Plans – Quality Level A to be completed prior to the completion of Preliminary Plans
1. The Consultant shall locate, on utility plan sheets, all existing utilities, oil and gas facilities, and agricultural irrigation facilities (hereafter called Utilities). The facilities shall be located to a minimum Quality Level A. **NOTE: Weld County’s requirements are more stringent than Senate Bill (S.B.) 18-167 and ASCE 83-02. In the event of a conflict between Weld County’s requirements, S.B.18-167, and ASCE 83-02, the Weld County requirements shall take precedence.**
2. AutoCAD Civil 3D (version currently used by Weld County) files showing linework for all subsurface facilities and test holes within the project area shall be provided by the Consultant.
3. A plan set (scale: 1 inch = 50 feet) showing the Utilities both horizontally, vertically, and in relation to the proposed improvements shall be provided. Communications pedestals, meter pits, valve boxes, manholes, vaults, pig stations, etc. shall be shown. The owner of each facility shall be identified on the plan set. Survey elevations of the rim and bottom of all meter pits, valve boxes, valve nuts, and other items located in vaults, manholes, meter boxes, valve boxes, etc. shall be shown on the plans.
4. Each page of the plan set shall include a sheet border, title block, north arrow, Call 811 image, scale, legend, match lines, centerline stationing, road name labels, structure labels (bridges, culverts, walls, etc.), existing and proposed rights-of-ways, test hole locations, and applicable notes. Additionally, the title of the plan subset shall be labeled as Subsurface Utility Engineering Plans and shall include the sheet number of the overall plan set and subset. The plan set shall follow the standards outlined in the latest edition of the CDOT CADD Manual or as approved by Weld County.
5. The Consultant shall include a minimum of 80 test holes for the Quality Level A portion of the design phase. Test hole costs shall be based on unit costs for each hole. Test hole costs based on hourly rates will not be accepted. Failure to include unit costs for each test hole may result in the proposal being rejected by the County.
6. The Consultant shall provide the location of the control points, location of the benchmark, and the scale factors used in their drawings. The data shall be in the modified State Plane Coordinate System and shall be on the NAVD-88 vertical datum.
7. A plan sheet shall be included for test hole logs including a table summarizing the data outlined below for each test hole.
8. Quality Level A is the use of nondestructive techniques to provide precise plan and profile mapping of underground utilities through nondestructive exposure. It shall also include the type, size, condition, material, and other characteristics of the underground feature.
   a) Tasks associated with Quality Level A include but are not limited to:
      (1) All tasks associated with Quality Level B
         (a) There is no prescribed order in which Quality Level A and B tasks must be performed.
      (2) Selection of Test Locations
         (a) Obtain data where the precise horizontal and vertical location of Utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
         (b) The Consultant shall recommend test locations based on the requirements of the project and on existing subsurface utility information. All potential conflict locations between the Utilities and the proposed project shall be identified by the Consultant.
         (c) The Consultant shall provide the proposed test hole locations on the plan subset (as described above) for review and acceptance by the County.
         (d) Test hole locations shall be prioritized by oil and gas crossings, oil and gas running adjacent to the project, underground electrical, water/sewer, telecommunications, irrigation/stormwater, and then all other utilities.
(3) Selection of Method
(a) When available, verifiable information on previously exposed and surveyed Utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
(b) If utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
(c) Excavation shall be by means of air-or water-assisted vacuum excavation equipment.
(d) Use of water-assisted vacuum excavation shall only be approved provided such method poses minimal risk of damage to the existing roadway or utility lines.

(4) Compliance with Utility Notification Center Requirements
(a) The Consultant shall comply with all applicable provisions of Colorado and Weld County regulations when planning or performing excavations at test hole locations.
(b) Compliance actions include but are not limited to: notify owners or operators of underground utility facilities at least two (2) business days prior (not including the day of actual notice) to making or beginning excavations in the vicinity of such facilities; call 811 for the marking of member utilities; contact non-member or private utility, oil and gas, and/or irrigation owners directly; coordinate with utility owner representatives as required for inspection or other on-site assistance; immediately cease excavation work and report any resultant utility line damage to owner.

(5) Excavation of Test Holes
(a) Clear the test hole area of surface debris.
(b) In paved areas, neatly cut and remove existing pavement, which cut shall not exceed 225 square inches unless otherwise approved.
(c) Excavate the test hole by the method(s) and standards set forth herein (see also "Selection of Method" above). The depth of the test hole shall not exceed 15 feet. A test hole shall extend a minimum of 18 inches laterally on each side of the utility mark unless otherwise approved. Revise the test hole location as necessary to positively expose the utility.
(d) For utilities crossing under the roadway, test holes shall be taken at each edge of the proposed ROW and at the flowline of the proposed ditch on each side of the road (a total of 4 test holes per each utility crossing).
(e) Expose the Utility only to the extent required for identification and data collection purposes.
(f) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features. Repairs required by the utility owner, oil and gas facility owner, or irrigation facility owner will be at the cost SUE consultant.
(g) Hand-dig as needed to supplement mechanical excavation and to ensure safety.
(h) Store excavated material for re-use or disposal, as appropriate.

(6) Collection, Recording, and Presentation of Data – Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:
(a) Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet;
(b) Elevation of existing grade over Utility at test hole;
(c) Horizontal location (include northing and easting) referenced to project coordinate datum, to a horizontal accuracy consistent with applicable survey standards;
(d) Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans;
(e) Approximate centerline bearing of utility line;
(f) Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems;
(g) Utility structure material composition, when reasonably ascertainable;
(h) Identity of benchmarks used to determine elevations;
(i) Utility facility condition;
(j) Pavement thickness and type when applicable;
(k) Soil type and site conditions;
(l) Identity of utility owner/operator; and
(m) Other pertinent information as is reasonably ascertainable from test hole.

(7) Site Restoration
(a) Replace bedding material around exposed utility lines in accordance with owner's specifications or as otherwise directed or approved by the utility owner and/or Weld County.
(b) Backfill and compact with appropriate moisture/density control the excavation in a manner acceptable to Weld County.
(c) Install color-coded warning ribbon within the backfill area and directly above the utility line.
(d) Provide permanent pavement restoration within the limits of the cut using materials, compaction, and pavement thickness acceptable to Weld County.
(e) Repair or replace backfill or pavement that fails (i.e., subsidence and/or loss of pavement material) within two (2) years of the original restoration work.
(f) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
(g) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure and record the elevation of the marker.

(8) Interpretation of Data and Resolution of Discrepancies
(a) Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
(b) Update plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information.
(c) Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies; As appropriate, amend the indicated quality level of depicted information.

9. Quality Level B is the use of surface geophysical techniques to determine the existence and horizontal position of underground facilities.
   a) Tasks associated with Quality Level B include but are not limited to:
      (1) All tasks associated with Quality Level C
         (a) There is no prescribed order in which Quality Level B and C tasks must be performed.
      (2) Line Detection and Marking
         (a) Select and apply appropriate surface geophysical method(s) to search for and detect Utilities within the project limits, and/or to trace a particular utility line or system.
         (b) Mark the indications of utilities on the ground surface, for subsequent survey utilizing paint or other method acceptable for marking of lines.
         (c) Utilize the uniform color code of the American Public Works Association for marking of utilities.
         (d) Mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
         (e) Maintain horizontal accuracy of +/- 1.5 feet in the marking of lines.
   (3) Surveys
(a) Survey all markings that indicate the presence of a subsurface Utility.
(b) Perform surveys that have been referenced to the project survey control to a horizontal accuracy consistent with applicable survey standards.
(c) Record depth information as may be indicated by the particular detection method used.
(d) Survey elevation of all meters, valves, valve nuts, and other items located in underground vaults, manholes, meter boxes, valve boxes, etc.
(e) Video the condition of all culverts and irrigation crossings of the roadway. The videoing shall be done with a remote vehicle equipped with high definition video and shall include an analysis with 360 degrees of rotation and notations showing footages which are recorded on screen. Operator comments of observations associated with the inspection shall be included on the video.
(f) Video the condition of all culverts and irrigation adjacent to the existing and/or proposed roadway. The video shall be done with a remote vehicle equipped with high definition video and shall include an analysis with 360 degrees of rotation and notations showing footages which are recorded on screen. Operator comments of observations associated with the inspection shall be included on the video.

(4) Correlation, Interpretation, and Presentation of Data; Resolution of Discrepancies
(a) Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
(b) Prepare and update plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level B, C, and D information.
(c) Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
(d) As appropriate, amend the indicated quality level of depicted information.

(5) The geophysical techniques include but are not limited to:
(a) pipe and cable locators (inductive, conductive, active, and passive modes);
(b) terrain conductivity;
(c) ground penetrating radar;
(d) ground resistivity techniques;
(e) optical methods (cameras and image recording devices);
(f) computer driven algorithms coupled with data collection techniques;
(g) magnetic methods (gradiometrics); and
(h) elastic wave methods (resonant sonics, active sonics, and passive sonics).

10. Quality Level C is the use of surveying techniques to locate visible facilities such as manholes, pedestals, valve boxes, meter boxes, etc. and correlating it to existing utility records (Quality Level D information).

(a) Tasks associated with Quality Level C include but are not limited to:
(1) All tasks associated with Quality Level D
   (a) There is no prescribed order in which Quality Level C and D tasks must be performed.
(2) Identification of Surface Utility Features
   (a) Identify surface features, from project topographic data (if available) and from field observations, that are surface appurtenances of subsurface utilities.
(3) Aerial or Ground-Mounted Facilities
   (a) Include survey and correlation of aerial or ground-mounted utility facilities.
(4) Surveys
   (a) Survey and check surface features of subsurface utility facilities or systems for accuracy and completeness
   (b) The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

(5) Confined Space Procedures
(a) Whenever the work requires the entry of personnel into confined spaces (including but not limited to manholes, vaults, and pipes), comply with applicable OSHA procedures and requirements.

6. Correlation, Interpretation, and Presentation of Data; Resolution of Discrepancies
(a) Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
(b) Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and C information.
(c) Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
(d) As appropriate, amend the indicated quality level of depicted information.

11. Quality Level D is the use of existing utility records or verbal recollections to identify facility locations.
a) Tasks associated with Quality Level D include but are not limited to:
   (1) Records and Information Research
      (a) Conduct appropriate investigations (e.g. records search, personal interviews, visual inspections, etc.), to help identify utility owners which may have facilities within the project limits or that may be affected by the project.
   (2) Records Collection
      (a) Collect applicable records (e.g. utility base maps, as-built drawings, drawings of record, permit records, field notes, GIS data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
   (3) Records Review
      (a) Review records for evidence or indication of additional available records, duplicate or conflicting information, and need for clarification.
   (4) Aerial or Ground-Mounted Facilities
      (a) Include records research, identification, and depiction of aerial or ground-mounted facilities.
   (5) Compilation and Presentation of Data
      (a) Transfer information on all involved facilities to plan sheets, exercise professional judgement to resolve conflicting information, and indicate facility type and ownership; date of depiction; quality levels; end points of data; line status (e.g. active, abandoned, out of service, etc.); line size and condition; number of jointly buried cables; and any encasement.

12. Prior to a Utility being classified as Quality Level B, C or D, the Consultant shall coordinate with Weld County and provide evidence that all of the applicable geophysical techniques have been utilized and have failed to locate the underground facility.

13. Prior to submitting the plan sheets, the Consultant shall provide internal QA/QC to verify that drafting errors are corrected. Weld County will review and comment on the plan sheets. The Consultant shall address each comment and update the plan sheets prior to submittal of the final deliverable.

14. Upon completion of the Subsurface Utility Engineering plan sheets, the consultant shall provide the County with three (3) sets of 11x17 plan sheets showing the information described above. Electronic copies (PDF and CAD drawing files) shall be provided.

15. Each plan sheet shall be stamped, signed, and dated by a registered Professional Engineer licensed in the State of Colorado. The Professional Engineer shall be responsible for negligent errors and/or omissions in the utility data for the certified quality level.

D. Preliminary Design (aka FIR or 60% Design)
1. The consultant shall be required to provide detailed design plans for all components of the project. A status set of plans will be kept available to the County for review and submittal to the appropriate agencies, utility companies, and affected property owners as needed.
2. The underground facilities shall be shown horizontally, vertically, and in relation to the proposed improvements. All Utility conflicts must be identified, and the Consultant shall provide coordination including site meetings with all affected Utility owners.

3. The location of the control points, benchmark locations, and scale factors used in the drawings shall be provided. The data shall be provided in the modified State Plane Coordinate System and shall be on the NAVD-88 vertical datum.

4. The Consultant shall provide an internal QA/QC review of the preliminary design plans including quantity hand calculations prior to submittal to Weld County for review and comment. The Consultant shall address each comment and update the plans prior to submittal of the deliverable.

5. The Consultant shall apply for and receive a Flood Hazard Development Permit (FHDP) from the County Planning Department. The Consultant shall submit all floodplain modeling to FEMA as a CLOMR for review and approval. The Consultant shall include the appropriate applications fees as required for each bridge/culvert design in their proposal. The Consultant shall address FEMA and Weld County comments prior to resubmittals to FEMA.

6. The Consultant shall coordinate the identification of rights-of-ways, permanent easements, and temporary construction easements required to construct the project. The work will require the preparation of right-of-way/easement exhibits and plans for the project.

7. The Consultant shall prepare documents and conduct environmental investigations in accordance with the requirements of the current federal and state environmental regulations, including the National Environmental Protection Act of 1969 (NEPA). The Consultant shall utilize environmental services provided by Tiglas Ecological Services to complete these tasks (business: 970-635-9183, cell 970-222-2151, email: tiglasd@aol.com). The Consultant shall assume the standard CDOT environmental process will be followed.

8. The Consultant shall provide the County with three (3) 11”x17” sets of review plans, including a detailed Engineer’s Estimate of the construction costs for review and comment. At this stage, the plans should be approximately 60% complete. The Consultant shall provide quantity calculations (hand calculations) for the 30 costliest bid items in the plans.

9. The Consultant shall also provide the County with drawings in electronic format (pdf).

10. The Consultant shall prepare an agenda, attend the preliminary design meeting, and provide support information for the meeting. Meeting minutes shall be prepared by the Consultant.

11. The plan set for the 60% design level shall include but not be limited to the following plan subsets:
   a) Title Sheet
   b) M&S Standard Plans List
   c) Typical Roadway Sections/Details
   d) General Notes
   e) Summary of Approximate Quantities
   f) Summary of Earthwork Quantities
   g) Tabulations
   h) Survey Control
   i) Demolition/Removal Plans
   j) Utility Plans – Existing
   k) Utility Plans – Proposed Relocation
   l) Right of Way Plans
   m) Roadway Plan and Profile
   n) Preliminary Jointing Plan
   o) Access Road Plan and Profile
   p) Irrigation Ditch Plan and Profile
   q) Bridge/Culvert Plans (as applicable)
   r) Grading Plans
   s) Drainage Plan and Profile
   t) Drainage/Irrigation Ditch Details
E. Final Design (aka FOR, 95%, and Ready for Construction)

1. The Consultant shall provide detailed hand calculations for all bid items which are part of the project. It is not sufficient to provide calculations solely produced by AutoCAD. All AutoCAD quantity calculations shall be verified by detailed hand calculations.

2. The Consultant shall provide finalized reports and plan sets listed above for the final design phase, and for the final bid documents.

3. The Consultant shall prepare project special provisions and current CDOT standard special provisions. The Consultant shall provide the County with three (3) 11”x17” sets of plans and the specification package for review and comment. At this stage the plans should be approximately 95% complete.

4. The Consultant shall provide an internal QA/QC review of the preliminary design plans including quantity calculations (by hand) prior to submittal to Weld County for review and comment. The Consultant shall address each comment and update the plans prior to submittal of the deliverable.

5. If the project design includes a bridge or box culvert, the Consultant shall provide an independent third-party review of the final design plans. Proof of the independent third-party review shall be submitted to Weld County.

6. The Consultant shall also provide the County with drawings in electronic format (pdf). The consultant shall receive comments from the County and incorporate these comments into the final set of bid documents.

7. The Consultant shall provide detailed design plans for all aspects of the project. The plan subsets for the final design level shall include but not be limited to the following plan subsets:
   a) Title Sheet
   b) M&S Standard Plan List
   c) Typical Roadway Sections/Details
   d) General Notes
   e) Summary of Approximate Quantities
   f) Summary of Earthwork Quantities
   g) Tabulations
   h) Survey Tabulation
   i) Survey Control
   j) Demolition/Removal Plans
   k) Utility Plans – Existing
   l) Utility Plans – Proposed Relocation
   m) Roadway Plan and Profile
   n) Final Jointing Plan
   o) Access Road Plan and Profile
   p) Irrigation Ditch Plan and Profile
   q) Bridge Plans (as applicable)
   r) Grading Plans
   s) Drainage Plan and Profile
   t) Drainage/Irrigation Ditch Details
   u) SWMP – Interim Condition
   v) SWMP – Final Condition
   w) Landscaping Plans
   x) Signing and Striping Plans
   y) Phasing Plans
   z) ROW Plans
aa) MHT Plans  
bb) Detour Plans  
cc) Cross Sections

8. The Consultant shall prepare an agenda, attend the final design meeting, and provide the support information for the meeting. Meeting minutes will be prepared by the Consultant.

9. After the final design meeting, the Consultant shall submit the final ROW Plans as well as any applicable environmental clearance documents.

10. **If the County experiences additional costs during construction which are directly associated with errors and omissions (consultant negligence) resulting in change orders approval by the Board of County Commissioners and/or costs greater than the original bid unit costs, the Consultant shall be financially liable for such increased costs. See Item 6 in the attached sample contract that will be executed upon award of the Contract.**

F. **Post Design Services**
1. The Consultant shall acquire the ROW, permanent easements, and temporary construction easements on behalf of the County. The work will require the preparation of right-of-way/easement exhibits and plans for the project. All ROW acquisition shall substantially follow the *Real Estate Acquisition Guide for Local Public Agencies* published by FHWA, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S. Ch. 61 (Uniform Act), and Title 38 of the Colorado Revised Statutes (CRS).

2. The Consultant shall coordinate the relocation of utilities, oil and gas facilities, and agricultural irrigation facilities.

G. **During Construction Services**
1. The Consultant shall provide up to 80 hours of time for an engineer to attend weekly coordination meetings via conference call, perform requested site visits, review shop drawings, and answer RFIs from the Contractor.

2. The Consultant shall provide onsite quality assurance inspection for the casting of the prefabricated girders for any bridge that is part of the project.

H. **Post Construction Services**
1. The Consultant shall submit all as-built floodplain modeling to FEMA as a LOMR. The Consultant shall include the appropriate applications fees as required for each bridge/culvert design in their proposal. The Consultant shall also include time and costs for an as-built survey for all infrastructure within the floodplain, stamped and signed by a Colorado Licensed Professional Land Surveyor (PLS).

V. **Project Schedule (Anticipated)**
The project schedule currently anticipates the following design phase milestones:

**Design Phase**
- Pre-proposal Meeting (mandatory)----------------------------- January 23, 2020 (1:30 P.M.)
- Proposals Due at Purchasing----------------------------------- February 12, 2020 (10:00 A.M.)
- Interviews Conducted (As Needed) --------------------------- February 20, 2020
- Design Contract Awarded------------------------------- March 18, 2020
- 30% Design Phase----------------------------------------- March 19, 2020 to June 30, 2020
- 60% Design Phase----------------------------------------- July 1, 2020 to September 15, 2020
- 90% Design Phase----------------------------------------- September 16, 2020 to February 26, 2021
- Ready for Construction Plans Completed-------------------- March 1, 2021 to March 31, 2021

**ROW Acquisition & Utility Relocation Phases**
- ROW Acquisition------------------------------------------ April 1, 2021 to December 30, 2021
- Utility Relocation----------------------------------------- February 3, 2022 to June 29, 2022
Construction Phase

- Bid CR 66/41 Intersection----------------- June 30, 2022 to September 2, 2022
- Irrigation Relocation--------------------- October 17, 2022 to March 16, 2023
- Construction----------------------------- March 17, 2023 to August 16, 2023
- As-Built Plans and LOMR to FEMA--------- August 17, 2023 to March 30, 2024
- Construction Services Completed-------- April 1, 2024

VI. Instructions to Consultants
A. Submittal Requirements
1. Qualified consultants interested in performing the work described in this request for proposals shall submit the following information to the County in any order they choose.
2. Qualifications of your firm and staff proposed to perform the work on this project.
3. A list of similar projects completed in the last five years.
4. A list of critical issues that the consultant considers to be of importance for the project.
5. Provide ideas or suggestions on how your firm can meet the proposed schedule.
6. Provide a scope of work for the proposed design and list of associated work items required to complete the work. Provide a proposed cost and work hours required to complete the scope of work. The cost and work hours shall be provided separately for each phase of the design (conceptual, preliminary, final, post design, during construction, and post construction).
7. References from at least three other projects with similar requirements that have involved the staff proposed to work on this project. The County may choose to visit one or more of the listed projects and/or request a copy of the plans and documentation completed.
8. A sample plan and profile sheet(s) of a similar project should be included in each submittal. Examples shall be 11”x17”.
9. A statement of the Consultant’s willingness to enter into the Weld County Standard Contract Agreement which has been included as Part 3 of the RFP.
10. Limit the total length of your proposal to a maximum of 20 pages. The County will reject proposals received that are longer than 20 pages in length. The front and back cover do not count as pages and neither do the section dividers unless the dividers have photos or text on them, then they will be included in the pages count.
11. Submit a total of five copies of your proposal, and one electronic copy (PDF) on a thumb drive.

Proposals must be delivered to the Weld County Purchasing Department, P.O. Box 758, 1150 “O” St., Greeley, CO 80632.

Weld County reserves the right to reject any and/or all proposals, to further negotiate with the successful consultant and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of Weld County to do so. The total cost of preparation and submission shall be borne by the consultant. All information submitted in response to this request for proposal is public after the Notice of Award has been issued. The consultant should not include as part of the proposal any information which they believe to be a trade secret or other privileged or confidential data. If the consultant wishes to include such material, then the material should be supplied under separate cover and identified as confidential. Entire proposals marked confidential will not be honored. Weld County will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

B. Contacts
Questions related to the submittal requirements and procedures should be directed to:

Clay Kimmi, P.E. – Senior Engineer
970-400-3741, ckimmi@co.weld.co.us
<table>
<thead>
<tr>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Coordination &amp; Management</strong></td>
</tr>
<tr>
<td>Team Coordination</td>
</tr>
<tr>
<td>Monthly Billing</td>
</tr>
<tr>
<td>Meetings (Kickoff, Monthly Progress, Conceptual, Preliminary, Final)</td>
</tr>
<tr>
<td><strong>Conceptual Design (30%) &amp; Plans</strong></td>
</tr>
<tr>
<td>General Data Gathering</td>
</tr>
<tr>
<td>Topographic Survey</td>
</tr>
<tr>
<td>ROW and Property Mapping</td>
</tr>
<tr>
<td>Title Commitments</td>
</tr>
<tr>
<td>Utility &amp; Irrigation Coordination</td>
</tr>
<tr>
<td>Roadway Design for Options 1 &amp; 2</td>
</tr>
<tr>
<td>Floodplain Investigation &amp; Analysis</td>
</tr>
<tr>
<td>Drainage &amp; Irrigation Design</td>
</tr>
<tr>
<td>Structure Selection Report with Exhibits</td>
</tr>
<tr>
<td>Geotechnical Investigation (including Traffic Control &amp; ROW Permit) &amp; Draft Report</td>
</tr>
<tr>
<td>Conceptual Design Plan Set</td>
</tr>
<tr>
<td>Internal QA/QC</td>
</tr>
<tr>
<td>Opinion of Probable Cost</td>
</tr>
<tr>
<td><strong>Subsurface Utility Engineering</strong></td>
</tr>
<tr>
<td>Subsurface Utility Engineering - QL A Plans</td>
</tr>
<tr>
<td>Utility Locates &amp; Markings</td>
</tr>
<tr>
<td>Traffic Control &amp; ROW Permit</td>
</tr>
<tr>
<td>Field Survey Locates &amp; Markings</td>
</tr>
<tr>
<td>Test Holes ($/hole) - Up to 15 ft deep</td>
</tr>
<tr>
<td>Field Survey Test Holes</td>
</tr>
<tr>
<td>Backfill and Patch Test Holes</td>
</tr>
<tr>
<td><strong>FIR Design (60%) &amp; Plans</strong></td>
</tr>
<tr>
<td>Address Conceptual &amp; SUE Comments</td>
</tr>
<tr>
<td>Environmental Clearances - ISA, Wetland Delineation, 404 Permit, Sensitive Species, Noxious Weeds, Migratory Birds, T&amp;E, SB-40 Certification, Wetlands Finding Report, SHIPO, Meetings)</td>
</tr>
<tr>
<td>Floodplain Modeling and Permitting</td>
</tr>
<tr>
<td>ROW Plans</td>
</tr>
<tr>
<td>Drainage/Irrigation Design &amp; Report</td>
</tr>
<tr>
<td>Roadway Design for Preferred Option</td>
</tr>
<tr>
<td>Bridge/Culvert Design &amp; Calculations</td>
</tr>
<tr>
<td>FIR Design Plan Set</td>
</tr>
<tr>
<td>Quantities and Opinion of Probable Cost</td>
</tr>
<tr>
<td>CLOMR Package to FEMA</td>
</tr>
<tr>
<td>FHDP to Weld County Planning</td>
</tr>
<tr>
<td>Internal QA/QC</td>
</tr>
<tr>
<td><strong>FOR Design (95%)</strong></td>
</tr>
<tr>
<td>Address FIR Comments</td>
</tr>
<tr>
<td>Drainage/Irrigation Design</td>
</tr>
<tr>
<td>Roadway Design for Preferred Option</td>
</tr>
<tr>
<td>Bridge/Culvert Design &amp; Calculations</td>
</tr>
<tr>
<td>Final ROW Plans</td>
</tr>
<tr>
<td>Third Party Bridge/Culvert Review</td>
</tr>
</tbody>
</table>

**ATTACHMENT A**

Cost Proposal Task Descriptions
<table>
<thead>
<tr>
<th>FOR Design Plan Set</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantities and Opinion of Probable Cost</td>
</tr>
<tr>
<td>Final Drainage/Irrigation Report</td>
</tr>
<tr>
<td>Final Geotech Report</td>
</tr>
<tr>
<td>Internal QA/QC</td>
</tr>
<tr>
<td><strong>Ready for Construction</strong></td>
</tr>
<tr>
<td>Address FOR Comments</td>
</tr>
<tr>
<td>RFC Plan Set</td>
</tr>
<tr>
<td>Project Special Provisions</td>
</tr>
<tr>
<td><strong>Post Design Services</strong></td>
</tr>
<tr>
<td>Structure Load Rating (if applicable)</td>
</tr>
<tr>
<td>Stake ROW &amp; Easements</td>
</tr>
<tr>
<td>ROW Acquisition</td>
</tr>
<tr>
<td>Utility Relocation Coordination</td>
</tr>
<tr>
<td><strong>During Construction Services</strong></td>
</tr>
<tr>
<td>Pre-bid Meeting</td>
</tr>
<tr>
<td>Review Shop Drawings</td>
</tr>
<tr>
<td>Review Request for Information</td>
</tr>
<tr>
<td>Girder Inspection</td>
</tr>
<tr>
<td>Weekly Progress Meetings</td>
</tr>
<tr>
<td><strong>Post Construction Services</strong></td>
</tr>
<tr>
<td>As-built Survey for Bridge</td>
</tr>
<tr>
<td>LOMR Submittal</td>
</tr>
<tr>
<td><strong>Other Professional Services</strong></td>
</tr>
<tr>
<td>Other Professional Services</td>
</tr>
</tbody>
</table>
## Design Data for WCR 66/41 Intersection

<table>
<thead>
<tr>
<th>Design Parameters</th>
<th>CR 66 Roadway</th>
<th>CR 41 Roadway</th>
<th>Criteria Referenced</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Functional Classification</strong></td>
<td>Arterial</td>
<td>Collector</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>% Trucks 2018 - Single/Combo</strong></td>
<td>30%/8%</td>
<td>13%/8%</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Pavement Design</strong></td>
<td>TBD</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td><strong>Speed 85 Percentile</strong></td>
<td>58</td>
<td>58</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Design Speed (mph)</strong></td>
<td>65</td>
<td>65</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Posted Speed (mph)</strong></td>
<td>55</td>
<td>55</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Number of Lanes</strong></td>
<td>2 w/ left turn lanes</td>
<td>2 w/ left turn lanes</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Surface Type - Concrete shall extend a min. of 200 feet beyond the PC of each intersection leg</strong></td>
<td>Concrete Intersection/HMA Approach</td>
<td>Concrete Intersection/HMA Approach</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Lane Width (ft)</strong></td>
<td>12</td>
<td>12</td>
<td>Weld County Engineering Guidelines, Table 2-1</td>
</tr>
<tr>
<td><strong>Should Width (ft) - Paved</strong></td>
<td>5</td>
<td>5</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Should Width (ft) - Gravel</strong></td>
<td>1</td>
<td>1</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Left Turn Lane Width (ft)</strong></td>
<td>16</td>
<td>16</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Median Width (ft)</strong></td>
<td>4</td>
<td>4</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Cross Slope (%)</strong></td>
<td>2</td>
<td>2</td>
<td>Weld County Engineering Guidelines, Section 4.2.4</td>
</tr>
<tr>
<td><strong>Design Vehicle</strong></td>
<td>WB-67</td>
<td>WB-67</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Structure Design Frequency</strong></td>
<td>100-year (in FEMA floodplain/way)</td>
<td>25-year</td>
<td>Weld County Engineering Guidelines, Table 4-3</td>
</tr>
<tr>
<td><strong>Floodplain Roadway Elevation</strong></td>
<td>Hold 0.17 ft below existing road surface</td>
<td></td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Freeboard (Bridge/Box Culvert)</strong></td>
<td>2</td>
<td>2</td>
<td>Weld County</td>
</tr>
<tr>
<td><strong>Structure Flow Capacity (cfs)</strong></td>
<td>3,980</td>
<td></td>
<td>FEMA LOMR 15-08-0573P, Table 2</td>
</tr>
</tbody>
</table>

### Minimum Clear Zone - Fill (ft)

<table>
<thead>
<tr>
<th>Slope</th>
<th>Fill</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:1 or Flatter</td>
<td>18-20</td>
</tr>
<tr>
<td>5:1 - 4:1</td>
<td>20-26</td>
</tr>
<tr>
<td>3:1</td>
<td>--</td>
</tr>
</tbody>
</table>

### Minimum Clear Zone - Cut (ft)

<table>
<thead>
<tr>
<th>Slope</th>
<th>Cut</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:1 or Flatter</td>
<td>18-20</td>
</tr>
<tr>
<td>5:1 - 4:1</td>
<td>20-26</td>
</tr>
<tr>
<td>3:1</td>
<td>--</td>
</tr>
</tbody>
</table>

### Design Side Slopes

<table>
<thead>
<tr>
<th>Foreslope (Typical)</th>
<th>4:1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backslope (Typical)</td>
<td>4:1</td>
</tr>
<tr>
<td>Depth of Ditch (Typical)</td>
<td>varies</td>
</tr>
</tbody>
</table>

### Horizontal Curves

| Max Super (%) | 6 |
| Min Radius (ft) | 1660 | 1660 |

---

ATTACHMENT B
Design Criteria Table
<table>
<thead>
<tr>
<th></th>
<th>Min SSD (ft)</th>
<th>Desirable SSD (ft)</th>
<th>Vertical Curves</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>645</td>
<td>645</td>
<td>AASHTO 2018, Table 3-1, Table 7-1</td>
</tr>
<tr>
<td></td>
<td>695</td>
<td>695</td>
<td>AASHTO 2018, Table 3-3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Max Grade (%)</th>
<th>Min Grade (%)</th>
<th>Min 'K' (Crest)</th>
<th>Desirable 'K' (Crest)</th>
<th>K (Sag)</th>
<th>SSD (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6</td>
<td>0.2</td>
<td>193</td>
<td>432</td>
<td>157</td>
<td>645</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Desirable SSD (ft)</th>
<th>Vertical Curves</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>695</td>
<td>AASHTO 2018, Table 3-3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Auxiliary Lanes (Design Based on Design Speed) - Left turn lane on each leg of intersection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Lanes</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

|                  |                |                  | Weld County Engineering Guidelines, Table 8-5 |
|                  |                |                  | Weld County Engineering Guidelines, Table 8-5 |
|                  |                |                  | Weld County Engineering Guidelines, Table 8-5 |
|                  |                |                  | Weld County Engineering Guidelines, Table 8-5 |
|                  |                |                  | Weld County Engineering Guidelines, Table 8-5 |
|                  |                |                  | Weld County Engineering Guidelines, Table 8-7 |
I. Selection Criteria and Method

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session.

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

<table>
<thead>
<tr>
<th>WEIGHTING FACTOR</th>
<th>QUALIFICATION</th>
<th>STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.0</td>
<td>Scope of Proposal</td>
<td>The proposal clearly shows an understanding of the project objectives, methodology to be used, and results that are desired by the Department.</td>
</tr>
<tr>
<td>5.0</td>
<td>Critical Issues</td>
<td>The proposal demonstrates the firm clearly understands the major issues associated with the project and offers realistic solutions to those issues.</td>
</tr>
<tr>
<td>4.0</td>
<td>Project Control</td>
<td>The firm has described their methods of controlling their design and construction cost. The firm has demonstrated an ability to insure State or Federal procedures are used where appropriate. The firm has a Quality Control process in-place to manage the quality of their product.</td>
</tr>
<tr>
<td>4.0</td>
<td>Work Location/Familiarity</td>
<td>Project team's work location relative to the project site location. Key team members have demonstrated familiarity with Weld County and the goals of the Department.</td>
</tr>
<tr>
<td>15.0</td>
<td>Cost and Work Hours</td>
<td>Is the proposed cost, work hours, and tasks presented reasonable and consistent with the project goals? The lowest cost that includes all tasks necessary to successfully complete the project scores the highest.</td>
</tr>
</tbody>
</table>

NOTE: The best value process will be utilized to select the Consultant. There will be no negotiation of the cost/fee after the Consultant is selected.

Each scorer will rate the proposals based on the rating scale outlined above. After the scorer has scored each proposal, the individual proposal scores will be totaled. Each scorer’s scores will be ranked by score from highest to lowest. The proposal with the highest score will be ranked first place, second highest score will be ranked second place, and so on until all proposals have been proposals have been ranked.

After all scorer rankings have been determined, each ranking will be totaled for each proposal based on their respective rankings (1st, 2nd, 3rd, etc.) from the scorers. For each scorer, rank 1 will get 1 point, rank 2 will get 2 points, and so on. The points will be totaled for each proposal. The proposals will then be ranked by the aggregate score. The first ranked proposal will be considered to be the best value for the County. The first ranked proposal may not be the lowest overall cost.
PART 3 – PROFESSIONAL SERVICES AGREEMENT (EXAMPLE)

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN WELD COUNTY AND CONSULTANT FOR BRIDGE REPLACEMENT PROJECT

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 “Contract Professional”.

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

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

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

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

1. Introduction. The terms of this Agreement are contained in the terms recited in this document and in Exhibits A and B, each of which forms an integral part of this Agreement. Exhibits A and B are specifically incorporated herein by this reference. County and Contract Professional acknowledge and agree that this Agreement, including specifically Exhibits A and B, define the performance obligations of Contract Professional and Contract Professional’s willingness and ability to meet those requirements. Exhibit A consists of County’s Request for Proposal (RFP) as set forth in B2000034. The RFP contains all the specific requirements of County. Exhibit B consists of Contract Professional’s Response to County’s Request for Proposal. The Response confirms Contract Professional’s obligations under this Agreement.

2. Service or Work. Contract Professional agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project described in Exhibit A which is attached hereto and incorporated herein by reference. Contract Professional shall coordinate with Weld County to perform the services described on attached Exhibits A and B. Contract Professional shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent Contract Professionals performing services of a similar nature to those described in this Agreement. Contract Professional shall further be responsible for the timely completion and acknowledges that a failure to comply with the standards and requirements of Exhibits A and B within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

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

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

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

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

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

5. Extension or Modification. Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by Contract Professional shall be the basis for additional compensation unless and until Contract Professional has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. If written authorization and acknowledgment by the County for such additional services is not timely executed and issued in strict accordance with this Agreement, Contract Professional's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed. In the event the County shall require changes in the scope, character, or complexity of the work to be performed, and said changes cause an increase or decrease in the time required or the costs to the Contract Professional for performance, an equitable adjustment in fees and completion time shall be negotiated between the parties and this Agreement shall be modified accordingly by a supplemental Agreement. Any claims by the Contract Professional for adjustment hereunder must be made in writing prior to performance of any work covered in the anticipated supplemental Agreement. Any change in work made without such prior supplemental Agreement shall be deemed covered in the compensation and time provisions of this Agreement.

6. Compensation/Contract Amount. Upon Contract Professional's successful completion of the services, and County's acceptance of the same, County agrees to pay an amount no greater than $17,485,094.60, which is the cost set forth in Exhibit B. Contract Professional acknowledges no payment in excess of that amount will be made by County unless a "change order" authorizing such additional payment has been specifically approved by the Director of Weld County Public Works, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code. Any other provision of this Agreement notwithstanding, in no event shall County be liable for payment for services rendered and expenses incurred by Contract Professional under the terms of this Agreement for any amount in excess of the sum of the amount set forth in Exhibit B. Contactor acknowledges that any work it performs beyond that specifically authorized by County is performed at Contract Professional's risk and without authorization under this Agreement. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

Bid quantities shall be carefully checked by the Contract Professional and quantity calculations shall be submitted for County review. If the County experiences additional costs during construction which are directly associated with errors and omissions (Consultant negligence) resulting in change orders requiring approval by the Board of County Commissioners and/or costs greater than the original bid unit costs, the Consultant will be financially liable for such increased costs.

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

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

Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contract Professional in respect of any period after December 31 of any year, without an appropriation therefore by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised
7. **Independent Contract Professional.** Contract Professional agrees that it is an independent Contract Professional and that Contract Professional's officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County as a result of the execution of this Agreement. Contract Professional shall perform its duties hereunder as an independent Contract Professional. Contract Professional shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Contract Professional, its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through County and County shall not pay for or otherwise provide such coverage for Contract Professional or any of its agents or employees. Unemployment insurance benefits will be available to Contract Professional and its employees and agents only if such coverage is made available by Contract Professional or a third party. Contract Professional shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to this Agreement. Contract Professional shall not have authorization, express or implied, to bind County to any agreement, liability or understanding, except as expressly set forth in this Agreement. Contract Professional shall have the following responsibilities about workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law and provide proof thereof when requested to do so by County.

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

9. **Ownership.** All work and information obtained by Contract Professional under this Agreement or individual work order shall become or remain (as applicable), the property of County. In addition, all reports, documents, data, plans, drawings, records and computer files generated by Contract Professional in relation to this Agreement and all tests 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. Contract Professional shall not make use of such material for purposes other than in connection with this Agreement without prior written approval of County. Use or reuse of Contract Professional’s work for any purpose other than intended by this Agreement shall be at County’s sole risk and without legal liability or exposure to Contract Professional.

10. **Confidentiality.** Confidential financial information of the Contract Professional should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, “CONFIDENTIAL.” However, Contract Professional is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., about public records, and cannot guarantee the confidentiality of all documents. Contract Professional agrees to keep confidential all of County’s confidential information. Contract Professional agrees not to sell, assign, distribute, or disclose any such confidential information to any other person or entity without seeking written permission from the County. Contract Professional agrees to advise its employees, agents, and consultants, of the confidential and proprietary nature of this confidential information and of the restrictions imposed by this agreement.

11. **Warranty.** Contract Professional warrants that the services performed under this Agreement will be performed in a manner consistent with the professional standards governing such services and the provisions of this Agreement. Contract Professional further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

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

13. Insurance and Indemnification. Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contract Professionals shall always keep the required insurance coverage in force during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County 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 Contract Professional. Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

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

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

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

Types of Insurance: The Contract Professional shall obtain, and always maintain during the term of any Agreement, insurance in the following kinds and amounts:
Workers' Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all the Contract Professional’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contract Professional or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such Contract Professional or subcontractor executes the appropriate sole proprietor waiver form.

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

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

Professional Liability (Errors and Omissions Liability): The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. Contract Professional shall maintain limits for all claims covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under this Contract resulting from professional services. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contract Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Minimum Limits:
Per Loss $1,000,000
Aggregate $2,000,000

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 Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

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

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

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

14. Non-Assignment. Contract Professional may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Contract Professional to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of Contract Professional hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.
15. Examination of Records. To the extent required by law, the 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, necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. The County Representative for purposes of this Agreement is hereby identified as, Director of Weld County Department of Public Works, or his designee. All notices or other communications (including annual maintenance made by one party to the other concerning the terms and conditions of this contract shall be deemed delivered under the following circumstances:
   (a) personal service by a reputable courier service requiring signature for receipt; or
   (b) five (5) days following delivery to the United States Postal Service, postage prepaid addressed to a party at the address set forth in this contract; or
   (c) electronic transmission via email at the address set forth below, where a receipt or acknowledgment is required by the sending party; or
   (d) transmission via facsimile, at the number set forth below, where a receipt or acknowledgment is required by the sending party.

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

Notification Information:

Contract Professional:
Attn.:
Address:
Address:
E-mail:
Phone:

County:
Name: Clay Kimmi
Position: Senior Engineer
Address: 1111 H Street
Address: Greeley, CO 80632
E-mail: ckimmi@co.weld.co.us
Phone: 970-381-7977

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

19. Non-Exclusive Agreement. This Agreement is nonexclusive, and County may engage or use other Contract Professionals or persons to perform services of the same or similar nature.

20. Entire Agreement/Modifications. This Agreement including the Exhibits attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

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

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

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

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

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

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

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

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

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

29. Compliance with Davis-Bacon Wage Rates. N/A

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

31. 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.

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of ______________, 2020.

CONTRACT PROFESSIONAL:
________________________________________

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

BY: ____________________________
Mike Freeman, Chair