

Rio Blanco County Road &
Bridge Department
RIO BLANCO COUNTY ROAD 73
BRIDGE REPLACEMENT
**MATERIALS TESTING
SERVICES**



Rio Blanco County Road & Bridge Department is seeking a professional materials testing consultant firm to provide testing services for the County Road 73 Bridge Replacement Project. This project consists of replacing a deficient structure in a rural part of Rio Blanco County north of Colorado State Highway 64 Mile Post 34.5 on County Road 73 across the White River.

IMPORTANT DATES	
Advertisement Dates:	3/18/21 and 3/25/21
Mandatory Pre-Bid Meeting:	3/30/21 at 10:30 A.M. (Tuesday)
Questions Due to Van Pilaud:	3/31/21 at noon (Wednesday)
Bid Opening (Meeker):	4/1/21 at 11:15 A.M. (Thursday)
Planned Bid Award:	April 13, 2021
Project Completion:	Before Dec. 31, 2021

RIO BLANCO COUNTY

ROAD & BRIDGE DEPARTMENT

CR 73 BRIDGE REPLACEMENT MATERIALS TESTING SERVICES

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RIO BLANCO COUNTY
2021 CR 73 BRIDGE REPLACEMENT PROJECT
CDOT #C490-007 CODE 23510
MATERIALS TESTING SERVICES
REQUEST FOR PROPOSAL

Rio Blanco County is seeking a qualified Materials Testing Consultant Firm to provide testing services for the Rio Blanco County Road 73 Bridge Replacement Project, CDOT #C490-007 Code 23510. The Scope of Work for this project is included in the proposal package.

BID DOCUMENTS: Bid Documents shall be available on on-line at www.govbids.com/scripts/co1/public/home1.asp, or on the county's website at <https://www.rbc.us/bids.aspx>.

BIDDER QUALIFICATIONS: Vendors must be listed on the most current CDOT Pre-qualified Consultants Listing. Vendors must provide a current and valid copy of their Certificate of Good Standing issued by the State of Colorado Secretary of State.

MANDATORY PRE-BID MEETING: Bidders must attend the mandatory pre-bid meeting: March 30, 2021 at 10:30 A.M. at the Rio Blanco County Road & Bridge Dept., 570 Second Street, Meeker.

PROJECT ENGINEER AND QUESTIONS: Van Pilaud, County Engineer, (970) 878-9590, Fax (970) 878-3396. All Bidders are advised to examine the site and become familiar with all conditions. Any questions regarding this Project are to be directed in writing to Van Pilaud before March 31, 2021 at noon at the above address or fax number.

WORK SCHEDULE: Work shall be conducted during the construction of the project. Coordination will be required with the Construction Contractor and the Rio Blanco County Engineer. It is anticipated the project will begin approximately mid to late April, 2021.

BID SUBMITTALS: Bids shall have Vendor's name and address and **"2021 RBC ROAD 73 BRIDGE REPLACEMENT TESTING SERVICES"** written on the sealed envelope. All required documents shall be included with the bid or it shall be rejected. Each bid must include a certified check or cashier's check in the amount of not less than five percent (5%) of the total bid, made payable to Rio Blanco County, or by a bid bond in like amount executed by a surety company.

Mailed bids: Do not depend on overnight delivery. Due no later than 4:00 P.M. on March 31, 2021. Mailing Address: Rio Blanco County Commissioners, Attn: Lori Zentmeyer, P.O. Box 599, 555 Main St. 3rd Floor, Meeker, CO 81641.

Hand delivered bids will be accepted from 8:00 A.M. to 10:45 A.M. on April 1, 2021, Rio Blanco County Courthouse, 3rd Floor Commissioner Meeting Room, 555 Main St., Meeker, CO 81641.

BID OPENING

Bids shall be opened and read in public at 11:15 A.M. on April 1, 2021 at the Rio Blanco County Courthouse, 3rd Floor Commissioner Meeting Room, 555 Main Street, Meeker, CO 81641. Bids submitted after 11:00 A.M. shall be returned unopened. Bids submitted and opened shall not be withdrawn for 30 days thereafter.

BID PREFERENCE

C.R.S. 8-19-101, *et.seq*, shall be observed on all construction contracts on public projects. The law states that when a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed preference against a nonresident bidder from another state equal to the preference given or required by the state in which the nonresident bidder is a resident.

TITLE VI COMPLIANCE

The Rio Blanco County Road & Bridge Department is committed to compliance of Title VI of the Civil Rights Act of 1964 and related statutes.

BID AWARD

The Rio Blanco County Board of County Commissioners reserve the right to reject any or all bids; to waive any informalities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of the County of Rio Blanco, State of Colorado.

RIO BLANCO COUNTY

Dated: March 18, 2021

By: Gary Moyer, Chairman

Publish: March 18 and 25, 2021

RIO BLANCO COUNTY
2021 CR 73 BRIDGE REPLACEMENT PROJECT
CDOT #C490-007 CODE 23510
MATERIALS TESTING SERVICES

SCOPE OF WORK - EXHIBIT A

PROJECT OVERVIEW

The Rio Blanco County Road & Bridge Department (RBC) is soliciting proposals from qualified consultants to provide Testing Services support to the Rio Blanco County Engineer for the Rio Blanco County Road 73 Bridge Replacement Project, CDOT #C490-007 Code 23510, known in this document as “the project”. The project is currently anticipated to start mid to late April, 2021.

The requested materials testing services include:

- In-plant inspection of bridge girder fabrication
- On-site testing and inspection
- Project documentation
- Preparation of records necessary to support progress pay estimates
- Attend Pre-construction Conference

The testers will require the minimum experience and certifications outlined in Section 2 of this Scope of Work sufficient to perform the required materials field testing and girder plant inspections.

The following requirements are not intended to be a definitive listing of every activity required to document this project in accordance with accepted CDOT/Rio Blanco County practices and procedures. Refer to the references listed in the Project Standards below for more detailed information.

SECTION 1 – GENERAL REQUIREMENTS

A. PROJECT STANDARDS

All construction sampling, testing and documentation shall be in accordance with the latest versions of the Construction Materials, Colorado Department of Transportation’s Construction Manual, Field Materials Manual, Standard Specifications for Road & Bridge Construction, the Supplemental Specifications, if any, all Standard and Project Special Provisions, all applicable M & S Standards, and the Plans, permits, and other documents governing the construction of the project. All consultant construction services and testing activities performed for the project shall be as authorized by the County Engineer. For the purposes of this document, Construction Services and Testing shall be known as “the work”.

B. LABOR, MATERIALS, VEHICLES & EQUIPMENT

The Consultant shall also provide a Professional Engineer registered in the State of Colorado who will be available for consultation. Hereinafter, this individual is referred to as the Consultant Engineer. The Consultant Engineer and Consultant Materials Testing Technician must be experienced and competent in road and bridge construction documentation, and materials testing, as determined by the Rio Blanco County Engineer.

The Consultant shall furnish all personnel, materials, equipment and transportation required to perform the work. Consultant personnel shall have appropriate vehicles (equipped with flashing amber beacon), cellular phones, computers and miscellaneous equipment and supplies (printers, calculators, manuals, office supplies, safety equipment, etc.) required to perform the work.

Personnel qualifications and staffing level, shall be subject to the approval of the Rio Blanco County Engineer. The Consultant shall assign personnel for the duration of the Construction Contract unless otherwise approved by the County Engineer.

The Consultant Engineer, Materials Testing Technician, and Plant Inspector must be thoroughly familiar with CDOT specifications, manuals, forms and documentation requirements. Personnel provided by the Consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the Rio Blanco County Engineer.

C. CONSULTANT ENGINEER

The Consultant Engineer shall be available to review work, resolve problems and make decisions in a timely manner as requested by RBC. The Rio Blanco County Engineer shall be the final authority regarding acceptance of work not conforming to the plans and specifications.

Task 1.0 Construction Support

Provide Rio Blanco County Engineer with the following construction support.

- 1.1 Materials Testing: Direct, coordinate, supervise, monitor, manage and administer all materials sampling and testing to ensure that the required sampling, materials testing and documentation is obtained and maintained in accordance with the Materials Manual and Contract requirements to verify the acceptable quality of the work performed by the construction contractor.
- 1.2 Contaminated Material Notification: Monitor construction operations and notify RBC Engineer immediately when contaminated material is encountered or developed on the project. When such material is identified, procedures developed by the Contractor to mitigate the problem will be reviewed and recommendation provided.

Task 2.0 General Project Support

- 2.1 Project Materials Testing Records: Project Materials Testing Records including all required test reports, certifications, and girder fabrication inspections.
- 2.2 Documentation: Documentation necessary for Monthly progress pay estimates.
- 2.3 Materials Records: Materials records generated including minutes of meetings, inspection reports, quantity records and other documentation as prepared during the course of the construction in accordance with CDOT/RBC requirements.
- 2.4 Form 250: Sign and submit Form 250 stamped by P.E. in State of Colorado.

SECTION 2 – MATERIALS TESTING

A. PROJECT STANDARDS

If the required method is not described in the CDOT Field Materials Manual, the required work shall be completed in accordance with:

AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing (as revised and supplemented), or
The ASTM Standards, tentatively in this order.

Proposed work procedures shall be coordinated with the RBC Engineer prior to the start of work.

B. GENERAL WORK DESCRIPTION

The consultant shall sample, test, inspect and document all materials generated and produced on the project. This includes materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with the SCHEDULE in the Field Materials Manual, materials that may be added to the project through contract modification, and altered material quantities whether increased or decreased. The Consultant field tester shall be required to review project quantities on a monthly basis to ensure that sufficient tests have been performed for the material placed to date. The consultant shall also provide any other services as requested by the RBC Engineer within the Scope of Work.

Initial Project Meeting. The Engineer, Tester and RBC Engineer shall meet to coordinate and schedule the required work. The Consultant shall complete all work in accordance with the approved schedule.

The minimum number of tests required shall be in accordance with the Frequency Guide Schedule for minimum Materials Sampling, Testing, and Inspection in the Field Materials Manual.

The Engineer may require additional testing or other services for adequate Quality Control or Quality Assurance.

Test results and observations shall be documented on proper CDOT forms and distributed in accordance with CDOT/RBC procedures. The Contractor shall be promptly notified of any failing tests. This notification shall be on a CDOT Form 626 or other approved form.

C. LABOR, VEHICLES AND EQUIPMENT

The consultant shall furnish all personnel, materials, equipment and transportation required to perform the work.

The following equipment, if required to properly complete the work, shall be furnished by the consultant for the project in sufficient quantity and in good working order to ensure accurate performance of all work in a timely manner:

- a. Nuclear Moisture-Density Gauge
- b. Concrete air meter, slump cone, and other concrete testing equipment.
- c. Sieves for aggregates and soil gradations.
- d. Sample containers and small tools

- e. Proctor equipment for soil curves and one-point tests.
- f. Atterburg, and Sand Equivalent equipment
- g. Concrete cylinder molds, which meet AASHTO requirements except that paper molds shall not be used, and plastic molds shall not be reused.
- h. Miscellaneous equipment and supplies for performing the required soils and concrete tests.

D. DOCUMENTATION

The consultant's field testers shall maintain a daily diary for each day the consultant performs work on the project. They shall use CDOT's Form 103 or automated 103a – Project Dairy, or other form approved by the RBC Engineer. The contents of the diary shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project. A copy of the daily diary shall become a part of the permanent project record.

E. ASSURANCE SAMPLING & TESTING

Consultant shall coordinate the schedule of the Independent Assurance Tests (IAT) for the project with the RBC Engineer in accordance with the CDOT Form 379. Advance notice of 48-hours is required for proper coordination.

F. PERSONNEL QUALIFICATIONS

Personnel qualifications and staffing levels for the project shall be subject to the approval of the RBC Engineer.

The consultant supplied materials technicians (MTT) shall be permanently assigned to a project and shall have the following minimum qualifications:

- a. The materials testing technician(s) performing the tests must have a minimum of one year experience in each specialty field (soils, aggregates, concrete, etc.) that is being tested.
- b. Technicians performing concrete tests shall be certified by the American Concrete Institute (ACI).
- c. Technicians performing quality control testing of soils and aggregates shall be certified through the WAQTC Qualifications Program.
- d. Technicians performing fabrication inspection of pre-stressed and pre-cast concrete products shall have a required QA level of PCI Level I for inspection and PCI Level II for concrete product acceptance and issue of CDOT Form #193 as indicated in the CDOT Fabrication Inspection Manual.

Copies of Certifications shall be provided to the RBC Engineer prior to the start of work on their project.

The MTT shall be thoroughly familiar with CDOT forms and documentation requirements.

Personnel provided by the consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined by the RBC Engineer.

CONSTRUCTION TESTING CHECKLIST

1. CDOT Form #250 – Materials Documentation Record:
 - a. ____ Fill out and distribute CDOT Form #250 before the Contractor commences work.
 - b. ____ Update and maintain the Form #250 as work progresses.
 - c. ____ Complete Form #250 after work is completed; distribute per instructions in CDOT Materials Manual.
2. ____ Acceptance of manufactured products.
3. ____ Inspecting fabrication of pre-stressed concrete structural components.
4. ____ Approve sources of materials.
5. ____ Acceptance testing.
6. ____ Independent assurance testing (IAT) – develop, complete and distribute CDOT Form #379 – Project Independent Assurance Sampling Schedule. Schedule, provide notification and conduct IAT.
7. ____ Check final materials documentation.
8. ____ Complete and distribute final materials documentation.
 - a. Rio Blanco County
 - b. CDOT
 - c. Consultant

**SUMMARY OF APPROXIMATE QUANTITIES
FOR
CR 73 BRIDGE REPLACEMENT PROJECT
AND
COMPLETION OF CDOT FORM 250**

LINE NUMBER	ITEM CODE	CONTRACT ITEM	UNIT	QTY
1	201-00000	Clearing and Grubbing	L S	1
2	202-00035	Removal of Pipe	LF	109
3	202-00400	Removal of Bridge	EACH	1
4	202-00810	Removal of Ground Sign	EACH	3
5	202-01000	Removal of Fence	LF	556
6	202-01035	Removal of Gate	EACH	1
7	202-01300	Removal of End Anchorage	EACH	4
8	202-01400	Removal of Cattle Guard	EACH	1
9	203-00000	Unclassified Excavation	CY	7,540
10	203-00100	Muck Excavation	CY	500
11	206-00000	Structure Excavation	CY	118

12	206-00100	Structure Backfill (Class 1)	CY	363
13	206-00200	Structure Backfill (Class 2)	CY	20
14	206-00360	Mechanical Reinforcement of Soil	CY	363
15	206-01750	Shoring	L S	1
16	208-00002	Erosion Log Type 1 (12 Inch)	LF	1,240
17	208-00045	Concrete Washout Structure	EACH	1
18	208-00070	Vehicle Tracking Pad	EACH	1
19	208-00103	Removal and Disposal of Sediment (Labor)	HOURL	20
20	208-00105	Removal and Disposal of Sediment (Equip.)	HOURL	20
21	210-00810	Reset Ground Sign	EACH	1
22	212-00006	Seeding (Native)	ACRE	1.29
23	212-00032	Soil Conditioning	ACRE	1.29
24	213-00002	Mulching (Weed Free Hay)	ACRE	1.29
25	213-00061	Mulch Tackifier	LB	258
26	216-00041	Soil Retention Blanket (Straw/Coconut)	SY	1,948
27	240-00000	Wildlife Biologist	HOURL	24
28	240-00010	Removal of Nests	HOURL	8
29	240-00020	Netting	SY	150

30	250-00010	Environmental Health and Safety Mgmt	L S	1
31	304-01000	Aggregate Base Course (Class 1)	TON	1,420
32	304-06000	Aggregate Base Course (Class 6)	TON	713
33	420-00102	Geotextile (Erosion Control) (Class 1)	SY	1,407
34	420-00132	Geotextile (Separator) (Class 1)	SY	3,685
35	502-00460	Pile Tip	EACH	10
36	502-00500	Complete Joint Penetration (CJP) Splice	EACH	1
37	502-02010	Dynamic Pile Test	EACH	2
38	502-11274	Steel Piling (HP 12x74)	LF	262
39	506-00212	Riprap (12 Inch)	CY	29
40	506-00218	Riprap (18 Inch)	CY	128
41	506-00418	Soil Riprap (18 Inch)	CY	685
42	506-00418	Soil Riprap (18 Inch) (Pit Run)	CY	319
43	519-03000	Thin Bonded Epoxy Overlay	SY	470
44	601-01000	Concrete Class B	CY	16
45	601-03040	Concrete Class D (Bridge)	CY	264
46	601-40301	Structural Concrete Coating	SF	6,851
47	602-00000	Reinforcing Steel	LB	856

48	602-00020	Reinforcing Steel (Epoxy Coated)	LB	45,102
49	606-01370	Transition Type 3G	EACH	4
50	606-02005	End Anchorage (Flared)	EACH	4
51	606-10700	Bridge Rail Type 7	LF	352
52	607-00005	End Post	EACH	6
53	607-00010	Corner and Line Brace Post	EACH	9
54	607-11200	Fence Combination Wire With Metal Posts	LF	618
55	607-11525	Fence (Plastic)	LF	250
56	607-60118	18 Foot Gate	EACH	1
57	607-60120	20 Foot Gate	EACH	1
58	611-00034	34 Foot Cattle Guard	EACH	1
59	613-00200	2 Inch Electrical Conduit	LF	737
60	613-07001	Type One Pull Box	EACH	4
61	614-01502	Steel Sign Support (2-Inch Round)(Post & Socket)	LF	11
62	618-00172	Prestressed Concrete I (BT72)	LF	730
63	620-00020	Sanitary Facility	EACH	1
64	624-20018	18 Inch Drainage Pipe (Class 0)	LF	118
65	624-20024	24 Inch Drainage Pipe (Class 0)	LF	50

66	624-40054	54 Inch Equivalent Drainage Pipe Elliptical (Class 0)	LF	64
67	625-00000	Construction Surveying	L S	1
68	626-00000	Mobilization	L S	1
69	630-80335	Barricade (Type 3 M-A) (Temporary)	EACH	2
70	630-80341	Construction Traffic Sign (Panel Size A)	EACH	4
71	630-80342	Construction Traffic Sign (Panel Size B)	EACH	4
72	630-80360	Drum Channelizing Device	EACH	100

**RIO BLANCO COUNTY
2021 CR 73 BRIDGE REPLACEMENT PROJECT
CDOT #C490-007 CODE 23510
MATERIALS TESTING SERVICES**

PROPOSAL FORM - EXHIBIT B

THIS BID SUBMITTED TO: Rio Blanco County
 Attn: Lori Zentmeyer
 P.O. Box 599
 555 Main Street, 3rd Floor Board Room
 Meeker, Colorado 81641

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into an Agreement with County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. VENDOR accepts all of the terms and conditions of the Request for Bid Documents, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for thirty days after the day of Bid opening. VENDOR will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Agreement, that:
a) VENDOR has examined copies of all Contract Documents and of the following addenda:

<u>DATE</u>	<u>NUMBER</u>
-------------	---------------

(Receipt of all of which is hereby acknowledged) and also copies of the Invitation for Bids and the Description of Services.

- b) VENDOR has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as VENDOR deems necessary.
- c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; VENDOR has not directly or indirectly induced or solicited any other Vendor to submit a false or sham Bid; VENDOR has not solicited or induced any person, firm or corporation to refrain from bidding; and VENDOR has not sought by collusion to obtain for himself any advantage over any other Vendor or over County.

4. The following documents are attached to and incorporated into this Bid:
 - a. Completed Proposal Form including acknowledgment of addenda, if applicable, and subcontractors, if applicable.
 - b. Bid Bond, Certified Check or Cashier's Check in the amount of not less than 5% of the Total Bid.
 - c. Letter from insurance agent certifying that Vendor can be issued all insurance required by the Agreement for Services.
 - d. Qualifications of Personnel.
5. Vendor agrees that the Work shall be complete on or before December 31, 2021.
6. Communications concerning this Bid shall be addressed to:
 Rio Blanco County Road & Bridge Department
 Van Pilaud, County Engineer
 570 2nd Street
 Meeker, Colorado 81641
 Telephone - (970) 878-9590 Fax (970) 878-3396 email: van.pilaud@rbc.us
7. VENDOR will complete the work for the prices shown below.

ITEM NUMBER	WORK ITEM	LUMP SUM PRICE
1	Project Reconnaissance and site meeting	\$
2	Sample Pick-up	\$
3	Proctor and Classification Tests	\$
4	Deep Foundation Observations	\$
5	Roadway and Bridge Embankment and Structural Backfill Compaction Testing	\$
6	Structure Concrete Testing	\$
7	Concrete Cylinder Pickup	\$
8	Concrete Compression Testing	\$
9	Per Diem	\$
10	Mileage	\$
11	Resistance Tests	\$
12	Project Engineer Review	\$
13	Fabrication Inspection of Pre-stressed and Pre-cast Concrete Girders	\$
	Total Proposal	\$

Company: _____ Date: _____

Signature: _____ Title: _____
Authorized Agent

Name (Printed): _____ Phone Number: _____

Fax Number: _____ E-Mail: _____

Address _____

AGREEMENT FOR SERVICES

This Agreement is made this 13th day of April, 2021, between the Board of County Commissioners of Rio Blanco County, Colorado (herein referred to as "County"), having its principal place of business at 555 Main St., 3rd Floor, Meeker, Colorado, 81641, and _____ (referred to as "Vendor"), having its principal place of business at _____.

1. Description of Services:

County hereby retains Vendor, and Vendor hereby agrees to perform the following services:

RIO BLANCO COUNTY ROAD 73 BRIDGE MATERIALS TESTING PROJECT

Description of Services on Exhibit A attached hereto

2. Compensation:

The total amount to be paid to Vendor pursuant to the Agreement shall not exceed _____ Dollars (\$_____). Vendor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Vendor must submit itemized invoices for work completed to the Agreement Administrator before the 20th day of the month. Upon receipt of an invoice/payment request, the Agreement Administrator will review the request, and shall authorize or deny payment. Payment shall be made after authorization of payment by the Agreement Administrator in accordance with County policies and procedures. If applicable, County shall withhold 3% of each invoice/payment request until final settlement as provided in CRS 24-91-103.

Upon publication of Notice of Final Settlement, it shall be the responsibility of the contractor to prepare a written request for retainage withheld. At the time of completion, a lien waiver delivered to the County, from all suppliers, subcontractors, and the general contractor is required in order for the request to be considered.

3. Term:

The term of this Agreement shall be from _____, 2021 through _____, 2021. Vendor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Agreement Administrator and will be for the duration of the length of this Agreement. The Agreement Administrator for the County is Van Pilaud, County Engineer, 570 Second St., Meeker, Colorado 81641, telephone number 970/878-9590, unless otherwise designated in writing.

4. Insurance:

- 4.1 Vendor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Vendor pursuant to this Agreement and shall not start work under this Agreement until such insurance coverage has been obtained and approved in writing by the Agreement Administrator.
- 4.2 Vendor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Vendor, Vendor shall furnish subcontractors' certificates of insurance to the Agreement Administrator immediately upon request.
- 4.3 All insurance policies required hereunder shall include a notification provision requiring notification to the Agreement Administrator in writing, **30** days prior to any material changes in the insurance policy(s) such as: cancellation, non-renewal, or reduction in coverage or alteration of coverage.
- 4.4 Nothing herein shall be deemed or construed as a waiver of any of the protections to which County may be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.
- 4.5 All required insurance coverage must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.
- 4.6 Vendor shall procure and continuously maintain the minimum insurance coverage listed below, and such additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. All policies below shall be endorsed to specify **"The Rio Blanco County Board of Commissioners and Rio Blanco County, its officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Vendor, arising out of this Agreement."** All certificates of insurance are to be submitted on standard **"ACCORD 25"** form.
- 4.6.1 Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which the Vendor is a resident).
- 4.6.2 Commercial General Liability, **"occurrence form,"** with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. Vendor must either agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for this Agreement OR purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this Agreement and

evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- 4.6.3 Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

4.7 Depending on the nature and scope of the services to be provided under this Agreement, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Vendor by County as a condition of this Agreement. Vendor's initial, placed by the corresponding "X", shall acknowledge Vendor's compliance in meeting the specific insurance requirement(s).

Vendor Initial X

<u> X </u>	PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate. (See applicability in Special Provision).
<u> </u>	EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.
<u> </u>	BUILDER'S RISK INSURANCE must be in an amount equal to the maximum amount to be paid to Vendor as set forth in Paragraph 2 above, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of the final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.
<u> X </u>	BID BONDS AND PERFORMANCE BONDS. Bid bond, Cashier's Check or Certified Check in the amount of 5% of the total bid shall accompany Bid. Performance Bond and Payment Bond, both in the amount of 100% of the project Agreement, shall be required by successful Vendor.
<u> </u>	Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT C".

5. Vendor's Representations and Warranties:

5.1 Vendor represents and warrants to County that it has the experience and ability to perform the services required by this Agreement in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work. Vendor represents and warrants that it has the power to enter into and perform this

Agreement, and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any Federal, State, or municipal laws. Prior to beginning work, Vendor shall secure, at Vendor's expense, all necessary permits required by any governmental agency with jurisdiction.

5.2 Vendor warrants and guarantees to County that all materials and equipment will be new unless otherwise specified, and that all work will be of good quality and free from faults or defects and in accordance with the requirements of this Agreement and any inspections, tests or approvals pursuant to this Agreement. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of this Agreement or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to Vendor. All defective work, whether or not in place, may be rejected, corrected or accepted.

5.3 If required by the Agreement Administrator prior to approval of final payment, Vendor will promptly, without cost to County and as specified by the Agreement Administrator, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by the Agreement Administrator, remove it from the site and replace it with non-defective work. If Vendor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Agreement Administrator, County may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Vendor, and an appropriate deductive change order shall be issued. Vendor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

5.4 If, after the approval of final payment and prior to the expiration of SIX (6) MONTHS after approval of final payment, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by this Agreement, any work is found to be defective, Vendor will, promptly without cost to County and in accordance with County's written instructions, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with non-defective work. If Vendor does not promptly comply with the terms of such instructions, County may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by Vendor.

5.5 If, instead of requiring correction or removal and replacement of defective work, the Agreement Administrator prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the necessary revisions in the Agreement, including appropriate reduction in the Agreement price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Vendor to County.

6. Independent Contractor:

Vendor shall perform its duties hereunder as an independent contractor and not as an employee of County. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of County. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is made available by

Vendor or a third party. Vendor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Vendor shall not have authorization, express or implied, to bind the County to any contract, liability or understanding, except as expressly set forth herein. Vendor shall (a) provided and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

7. Protection of Persons and Property:

Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standard of safety practice. Vendor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local statutes, rules or regulations. Vendor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

8. Personal Services Agreement:

This is a personal services agreement on the part of Vendor. This Agreement may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Agreement without the prior express written consent of County shall render this Agreement null and void with respect to the attempted assignee.

9. Inspection:

9.1 County reserves the right, without notice and at reasonable times, to inspect the work accomplished by Vendor under this Agreement. The right of inspection reserved in the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Vendor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

9.2 If any work is covered contrary to the request of the Agreement Administrator, it must, if required by the Agreement Administrator, be uncovered for his observation and replaced at Vendor's expense.

9.3 If any work has been covered which the Agreement Administrator has not specifically requested to observe prior to its being covered, or if the Agreement Administrator considers it necessary or advisable that covered work be inspected or tested by others, Vendor, at the Agreement Administrator's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Agreement Administrator may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Vendor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive change order shall be issued. If, however, such work is not found to be defective, Vendor will be allowed an increase in the Agreement price or an extension of the Agreement time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore.

10. Audit:

County, or its designee, may, at reasonable times, during the term of this Agreement or for two years after its termination or expiration, audit Vendor's books with regard to this Agreement, and Vendor shall retain its books and records for the required period.

11. Non-Exclusive Agreement:

This is not an exclusive agreement. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Vendor hereunder. Vendor may agree to perform similar work for others, and is not expected to work exclusively for County.

12. Indemnification of County:

Vendor shall indemnify and hold harmless County, its agents, officials and employees, against all losses or damages, including penalties, charges, professional fees, attorney's fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Agreement, whether or not it shall be alleged or determined that the harm was caused through or by Vendor or a subcontractor, if any, or their respective employees and agents. Vendor further agrees that its obligations to County under this paragraph include claims against County by Vendor's employees whether or not such claim is covered by workers compensation. Vendor expressly understands and agrees that any insurance or bond protection required by this Agreement, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

13. Confidentiality:

Vendor recognizes and acknowledges that this Agreement creates a confidential relationship between County and Vendor and that information concerning County's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning County is herein referred to as "confidential information".

14. Non-Disclosure:

Vendor agrees that, except as directed by County, Vendor will not at any time during or after the term of this Agreement disclose any "confidential information" to any person whatsoever and upon the termination of this Agreement Vendor will turn over to County all documents, papers, and other matter in Vendor's possession or control that relates to County. Vendor further agrees to bind Vendor's employees and subcontractors to the terms of this non-disclosure requirement.

15. County's Right to Suspend Vendor's Performance:

For good and sufficient cause such as (a) faulty workmanship, (b) improper superintendence, (c) Vendor's failure to carry out any reasonable order or perform any provision of this Agreement or collateral documents, (d) substantial failure in quantity or quality of material or any other circumstance unfavorable

for prosecution of the work, County shall have the right to suspend Vendor's performance of the work. Notice of such suspension shall be in writing and Vendor will be allowed fifteen (15) working days to correct and complete the unacceptable work. Vendor shall resume performance of the work promptly when so notified in writing by County.

16. Termination Provisions:

This Agreement may be terminated as follows:

16.1 Termination for Cause.

If, through any cause, Vendor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, County shall thereupon have the right to terminate this Agreement for cause by giving written notice to Vendor of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why such termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Vendor under this Agreement shall, at the option of County, become its property, and Vendor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Vendor shall be obligated to return any payments advanced under the provisions of this Agreement.

Notwithstanding above, Vendor shall not be relieved of liability to County for any damages sustained by County by virtue of any breach of this Agreement by Vendor, and County may withhold any payment to Vendor for the purposes of setoff until such time as the exact amount of damages due to County from Vendor is determined. If after such termination it is determined, for any reason, that Vendor was not in default, or that Vendor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Agreement had been terminated for convenience, as described herein.

16.2 Termination for Convenience.

County may terminate this Agreement at any time County determines that it is not in the best interest of County to continue the work under this Agreement. County shall effect such termination by giving written notice of termination to Vendor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Vendor under this Agreement shall, at the option of County, become its property, and Vendor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

16.3 Termination Due to Loss of Funding.

The parties hereto expressly recognize that Vendor is to be paid, reimbursed, or otherwise compensated with funds provided to or appropriated by County for the purpose of contracting for the services provided for herein, and therefore, Vendor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt or appropriation of such funds by County. In the event that such funds or any part thereof are not received or appropriated by County, County may immediately terminate this Agreement without liability, including liability for termination costs.

17. Remedies:

In addition to any other remedies provided in this Agreement, County in its sole discretion may exercise any and/or all of the following remedial actions, either individually or simultaneously, if Vendor substantially fails to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by Vendor. These remedial actions are as follows:

17.1 Suspend Vendor's performance pending necessary corrective action as specified by County; and/or

17.2 Withhold payment to Vendor until the necessary services or corrections in performance are satisfactorily completed; and/or

17.3 Request the removal from work on this Agreement of employees or agents of Vendor whom County judges as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on this Agreement is deemed to be contrary to the public interest or not in the best interest of County; and/or

17.4 Deny payment for those services or obligation which have not been performed and which due to circumstances caused by Vendor cannot be performed or if performed would be of no value to County. Denial of the amount of payment must be reasonably related to the amount of work or performances lost to County.

18. Choice of Law:

Colorado law, and rules and regulations issued 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 regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

19. Venue:

This Agreement is and shall be deemed to be performable in the County of Rio Blanco, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Rio Blanco, Colorado. In the event of dispute concerning performance hereunder, the parties agree the Court may enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.

20. Governmental Immunity:

No term or condition of this Agreement shall be construed or interpreted as a waiver by County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

21. Software Piracy Prohibition:

County or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Vendor hereby certifies and warrants that, during the term of this Agreement and any extensions, Vendor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the County determines that Vendor is in violation of this provision, the County may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

22. Employee Financial Interests:

County and Vendor state that to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Vendor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Vendor's services and Vendor shall not employ any person having such known interests.

23. "Public Work":

(This paragraph applies if the work performed is a "public work"): In discharge of this Agreement, Vendor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public. The governmental body financing a public works project shall waive the 80% requirement if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the project and if compliance with this article would create an undue burden that would substantially prevent a project from proceeding to completion. A governmental body that allows a waiver shall post notice of the waiver and a justification for the waiver on its website. A governmental body shall not impose contractual damages on a contractor for a delay in work due to the waiver process.

24. Agreement for Services CRS §8-17.5-101

[This paragraph is not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services.] Vendor certifies, warrants, and agrees that it does not knowingly employ an illegal alien who shall perform work under this Agreement and Vendor shall 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 program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ an illegal alien to perform work under this Agreement or enter into an Agreement with a Sub-Vendor who fails to certify to Vendor that the Sub-Vendor shall not knowingly employ an illegal alien to perform work under this Agreement. Vendor (a) shall not use E-Verify Program or the State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the Sub-Vendor and the County within three days if Vendor has actual knowledge that a Sub-Vendor is employing an illegal alien for work under this Grant, (c) shall terminate

the Sub- Agreement if a Sub-Vendor does not stop employing the illegal alien within three days of receiving the notice, (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Vendor participates in the State program, Vendor shall deliver to County, a written, notarized affirmation, affirming that Vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., County may terminate this Agreement for cause and, if so terminated, Vendor shall be liable for damages.

25. Agreements with Natural Persons:

Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

26. Gifts:

Vendor certifies that Vendor is familiar with the provision of Article XXIX of the Colorado Constitution (also known as Amendment 41) regarding gifts and is compliant with the provisions of this Article.

27. Entire Agreement:

This Agreement constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by all parties hereto.

28. Required Signatures:

Person(s) signing as or on behalf of Vendor represent by their signature the person(s) signing is/are fully authorized to so sign this Agreement and that Vendor has taken all steps necessary so that the signature(s) is/are binding upon Vendor.

29. Severability/Survival:

The provisions of this Agreement shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Where appropriate and applicable, provisions of this Agreement shall survive expiration or any termination of this Agreement.

30. Exemption Certificate

Vendor agrees to complete and file with the Colorado Department of Revenue on or before five (5) days from the date of execution of this Agreement a Contractor Application for Exemption Certificate pursuant to Section 39-26.708(1)(a)(XIX) C.R.S. The Exemption Certificate to be issued by the Colorado Department of Revenue is for the purpose of purchasing construction and building materials for the project which is the subject of this Agreement. The Exemption Certification does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the Vendor and which do not become a part of the structure, highway, road, street or other public works owned and used by the County. Subcontractors of Vendor will not be issued Certificates of Exemption by the Department of Revenue. It is the responsibility of Vendor to issue certificates to each of the

subcontractors. Any unauthorized use of the Exemption Certificate will result in revocation of Vendor's Exemption Certificate and other penalties provided by law. The Contractor Application for Exemption Certificate form is attached to this Agreement as Exhibit C. The Rio Blanco County tax exempt number needed to complete the application form is available from Deb Morlan, Sales & Use Tax Administrator, telephone number 970/878-9610.

31. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors, personal representatives or assigns of all of the parties hereto.

32. Execution by Counterparts; Electronic Signatures:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the parties have here unto set their hands and seals this 13th day of April, 2021.

County: Rio Blanco County
Board of County Commissioners

(Seal)

By: _____
Gary Moyer, Chairman

Attest:

By: _____
Jeff Rector, Commissioner

Clerk to the Board

By: _____
Ty Gates, Commissioner

Contract Form Reviewed by:
Rio Blanco County Attorney

Vendor: _____

By: _____

Title: _____