<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement for Bids</td>
<td>3</td>
</tr>
<tr>
<td>Palisade Plunge Phase I Bid Package Narrative</td>
<td>5</td>
</tr>
<tr>
<td>Instructions to Bidders</td>
<td>7</td>
</tr>
<tr>
<td>Bid</td>
<td>15</td>
</tr>
<tr>
<td>Notification of Immigration Compliance</td>
<td>21</td>
</tr>
<tr>
<td>Statement of Bidders Qualifications</td>
<td>23</td>
</tr>
<tr>
<td>Performance, Payment and Maintenance Bond &amp; Insurance Certificates</td>
<td>27</td>
</tr>
<tr>
<td>Insurance Clarification</td>
<td>29</td>
</tr>
<tr>
<td>Agreement</td>
<td>33</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>43</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>45</td>
</tr>
<tr>
<td>Field Order</td>
<td>46</td>
</tr>
<tr>
<td>Change Order</td>
<td>47</td>
</tr>
<tr>
<td>Application for Payment</td>
<td>50</td>
</tr>
<tr>
<td>Certificate of Substantial Completion</td>
<td>52</td>
</tr>
<tr>
<td>Lien Waiver</td>
<td>54</td>
</tr>
<tr>
<td>Mesa County Special Conditions</td>
<td>57</td>
</tr>
<tr>
<td>Project Special Provisions</td>
<td>70</td>
</tr>
<tr>
<td>Grant Agreement</td>
<td>83</td>
</tr>
</tbody>
</table>
The County of Mesa, Colorado, will receive sealed bids for the Palisade Plunge Phase I Project (IFB-19-03146-0301) at the Mesa County Public Works Department, 200 South Spruce, Grand Junction, Colorado, until 10:00 A.M., May 22, 2019. All bids will be publicly opened and read aloud at the Mesa County Public Works Department, at 200 South Spruce, Grand Junction, CO 81501 at 10:00 A.M., May 22, 2019.

The pertinent features of this project is to construction Phase I of this project which consists of 13.5 miles of single track trail.

This IFB is available starting May 6, 2019, by going to the following web page:
http://www.mesacounty.us/publicworks/bids/
Mesa County, in an effort to expedite the bidding process, will be using the web page as a method of getting all pertinent information out on Transportation Capital Projects. All necessary documents including bids sets, specifications, addendum and any addition information will be placed on the web page. These documents will be under the specific project name. It shall be the responsibility of all firms and contractors to check the web page and download the appropriate documents including all addendums. No notice will be sent informing contractor’s and firms that there is new information or addendums. This is the responsibility of the individual firms and/or contractor’s. Any questions or problems with the web page should be directed to Pam Hawkins at 970-244-1765.

The Contract will be awarded to the lowest qualified bidder, as determined by the statement of qualifications and the bid, which is deemed to be in the best interest of the County. The County reserves the right to accept the bid or any portion of the bid by a competent bidder that will result in the lowest cost to the County. The County reserves the right to accept or reject any portion or all bids without disclosing the reason therefore.

Bidders will need to document experience with prior projects of similar scope & style; total mileage, trail format common with proposed project, remote terrain access, mechanized trail construction, hand trail construction, steep terrain/side slope construction, maximum of 70%, low moisture soils, clay soils, intensive rock-work sections (including use of rock fracturing, mobilization of multi-ton items, natural material usage.

A Certified Check or Bank Draft on a responsible bank, or a satisfactory Bid Bond executed by the bidder and a recognized Colorado Licensed Surety Company payable to Mesa County, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid as security that the bidder to whom the contract may be awarded will enter into a contract in accordance with this notice, and give bond as hereinafter provided.

No bids may be withdrawn after the opening of bids, without consent of Mesa County, for a period of sixty (60) days after the scheduled time of opening of bids. The successful bidder or bidders will be required to furnish satisfactory performance bonds equal to the full amount of each bid or bid.

All bids must be submitted in writing on the forms provided, and must be signed by the bidder or his duly authorized agent.

Published May 5th and 8th, 2019
Palisade Plunge Phase 1 Bid Package Narrative

The Palisade Plunge Trail in full is addressed via the Environmental Analysis titled DOI-BLM-CO-S080-2017-0030-EA Palisade Plunge Trail.

The Palisade Plunge Phase 1 project includes the trail construction from route MP 18.23 (USFS/BLM boundary) to MP 31.58 where the route approaches US Hwy 6. This 13.35 miles of trail traverses remote and rough terrain, with a wide variation of foliage, surface & soils type, grade, and substantial exposure. Included within this route are sections requiring the creation of substantial rock work features. Additional construction elements completed by resources outside of this bid package will include; two connector trails between the new route and the existing Palisade Rim Trail, and the Hwy 6 crossing area which includes fencing, barriers, pads, signage, etc.

Please note the various elements presented in the package information, including the construction timing limitations for wildlife, found on pg 23 of the EA.

In addition to the trail construction, project tasks will include the placement of various signage elements, fence ride-over features, fence installation, and gate installations. These details are presented in tabular form, with supporting information, within the bid package.

The successful contractor will be required to coordinate with both BLM and Mesa County staff and resources throughout the project to meet the requirements of both the EA, the stated Trail Management Objectives (TMO, included), and the contracting agency (Mesa County).

As a part of contractor qualification, the bid package includes the requirement for the submission of representative information illustrating the contractors prior experience and skill in addressing similar construction needs, terrain types, familiarity with and access to various trail building machinery, and illustration of best examples of prior work.

The broader goal for the Phase 1 project is to complete the route access to MP 14.75, where the route intercepts Lands End Rd. This connection will serve as the riders access point for the initial portion of the Plunge route. The entire route from MP 14.75 to 31.58 is referred to as "Phase 1+". We would like to obtain separate bids for "Phase 1" and for "Phase 1+", to be considered for an opportunity to utilize, if possible, contractor resources while they are beneficially located to take advantage of economies in construction effort.

The only portion of existing trail to be utilized as a part of the route is the Whitewater Basin Tr USFS #700 (https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd542988.pdf). A portion of this route will be utilized for the Plunge route, though it will require rework along the portion used, and reroutes in two locations. This trail will be utilized within the "Phase 1+" extent of the Plunge.
The timeline for project completion of "Phase 1" or "Phase 1+" is Dec 1, 2019, within the region affected by the winter wildlife closure, and barring substantial influence from unique seasonal weather events.
INSTRUCTIONS TO BIDDERS

1. TERMINOLOGY

1.1 The OWNER is the County of Mesa, Colorado. John Justman, Scott McInnis, Rose Pugliese, or designated representative.

1.2 The OWNER’S DESIGNATED REPRESENTATIVE is Laura Page, Project Manager, P.O. Box 20,000, Grand Junction, CO 81502, 970.255.5031, laura.page@mesacounty.us

1.3 The ENGINEER is Scott Samuels, Senior Engineer, P.O. Box 20,000, Grand Junction, CO 81502, 970.255.7170, scott.samuels@mesacounty.us

1.4 The CONTRACT ADMINISTRATOR is Connie Hahn, P.O. Box 20,000, Grand Junction, CO 81502, 970.244.1812, connie.hahn@mesacounty.us

1.5 Terms used in the Instructions to BIDDERS shall have the meanings assigned to them in the Special Provisions.

2. BID PERIOD AND OPENING

2.1 BIDS will be received by the OWNER at 200 South Spruce Street, Grand Junction, Colorado until 10:00 A.M., May 22, 2019. BIDS will be opened and read publicly at 10:00 A.M., May 22, 2019 at Mesa County Central Services Building at 200 South Spruce Street, Grand Junction, Colorado. Bidders need to wait in the lobby and will be escorted to the appropriate conference room.

3. PROJECT EVALUATION

3.1 Mesa County is now making all bidding documents available on the following web page: http://www.mesacounty.us/publicworks/bids/ All necessary documents including bid sets, specifications, addendum and any additional information provided will be placed on the web page under the specific project name. It shall be the responsibility of all firms and contractors to check the web page and download the appropriate documents including all addendums. No notice will be sent informing contractor’s and firms that there is new information or addendums. This is the responsibility of the individual firms and/or contractor’s.

3.2 The OWNERS assumes no responsibility for the accuracy of project information (Plans and Specifications) obtained from outside sources (Plan Rooms) other than the OWNER. Be aware, if the BIDDER chooses to pick plans and specification from a Plans Room rather than signing up with the OWNER, they may not be included in all Addenda, which could result in having a non-responsive BID.
3.3 BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including Addenda. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

3.4 The OWNER shall provide BIDDERS prior to bidding, all information pertinent to, delineates, and describes the land owned and rights of way acquired or to be acquired.

3.5 The CONTRACT DOCUMENTS contain the provisions required for the performance of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

3.6 All applicable laws, ordinances, and rules or regulations of all authorities having jurisdiction over performance of the project shall apply to the WORK described by the CONTRACT DOCUMENTS. The BIDDER shall be responsible for compliance with these statutes.

3.7 Each BIDDER is responsible for inspection of the site, the reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of a BIDDER to do any of the foregoing shall in no way relieve a BIDDER of obligations with respect to the BID.

3.8 Command type sentences are used in the CONTRACT DOCUMENTS. These refer to and are directed to the CONTRACTOR. Modifications, as stated in the special conditions, shall be given precedence over related language in other parts of the CONTRACT DOCUMENTS.

3.9 Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings on a technical level shall be communicated in writing to the ENGINEER, Scott Samuels, 970.255.7170, scott.samuels@mesacounty.us during business hours 8:00 a.m. to 5:00 p.m. Monday through Friday no later than 12:00 P.M. May 15, 2019 to provide time to issue an Addendum. Addenda will be issued, if in the opinion of the OWNER and the ENGINEER, it is necessary. The OWNER and the ENGINEER will not be responsible for oral interpretations of the specifications and drawings. All other questions, especially as they pertain to the Agreement shall be communicated in writing to the CONTRACT ADMINISTRATOR, Connie Hahn, 970.244.1812, connie.hahn@mesacounty.us or the OWNERS DESIGNATED REPRESENTATIVE Laura Page, 970.255.5031, laura.page@mesacounty.us during business hours 8:00 a.m. to 5:00 p.m. Monday through Friday no later than 12:00 P.M. May 15, 2019 to provide time to issue an Addendum.
3.10 The BIDDER shall carefully examine the site of the WORK, the drawings, and the specifications. The submission of a BID will be conclusive evidence that the BIDDER has investigated and is satisfied as to the conditions to be encountered, with respect to character, quality, and quantity of WORK to be performed. Submission of a BID will also be seen as evidence of the BIDDER'S understanding of the materials required for completion of the WORK, completion time, and the authority that the OWNER and the ENGINEER will exercise over the CONTRACT during its tenure.

3.11 Investigation of the subsurface conditions, if performed, were made for the purposes of the OWNER and ENGINEER. The OWNER and ENGINEER will make all of the subsurface data in their possession available to the BIDDER, at the request of the BIDDER, as a courtesy to the BIDDER. The OWNER assumes no responsibility whatever with respect to sufficiency or accuracy of bores, test pits, logs or interpretations within. The OWNER gives no guarantee, either expressed or implied, that the subsurface data available is representative of those existing throughout the WORK or any part thereof, or that unforeseen developments may not occur. If the BIDDER elects to rely on this data, any interpretations made by the BIDDER shall be the responsibility of the BIDDER. The BIDDER shall be free to make his own investigations of the subsurface conditions on which to base the BID.

3.12 There is no pre-bid conference for this project.

4. SUBSTITUTION OR APPROVAL OF ALTERNATIVE MATERIALS

4.1 To obtain approval during the BID period to use unspecified, “or equal”, or “as approved” materials, BIDDERS shall submit written requests at least 7 days prior to BID opening. Requests received later than this time will be considered at the discretion of the ENGINEER. Requests shall clearly describe the product for which approval is asked, including all necessary data to demonstrate its acceptability. The ENGINEER will make recommendations on acceptability and an Addendum will be issued if the product is acceptable.

5. BID FORMAT

5.1 Each BID must be submitted in a sealed envelope addressed to Mesa County Public Works Department, 200 South Spruce Street, Grand Junction, Colorado 81502-5036, Attn: Connie Hahn, Response to Bid IFB-19-03146-0301

5.2 All BIDS must be made on the BID form included in the CONTRACT DOCUMENTS. All blank space for BID prices must be filled out in ink or typewritten, and the BID form must be completed in its entirety. Only one copy of the BID form is required.
5.3 The BIDDER shall supply the names and addresses of major material suppliers and SUBCONTRACTORS on the BID forms where requested.

5.4 The full name, business address, zip code and business telephone number with the area code of the individual, partnership, joint venture, or corporation submitting the bid shall be legibly printed on the BID forms. The BIDDER shall sign the form with his usual signature.

5.5 A partner shall sign for the partnership. The names of all partners with addresses shall be given.

5.6 An officer shall sign for a corporation, the corporate existence shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

5.7 Any signature other than that of a corporate officer, partner, or the BIDDERS legally authorized agent or representative will be accepted only if an authenticated power of attorney is attached to the BID forms. All signatures shall be handwritten with the name printed or typewritten below the signature.

5.8 The BIDDER shall state for each item on the BID form the unit price and item total or lump sum in clearly legible figures. Prices shall be represented on the BID form with both numerals and words in the spaces provided for each. In case of conflict, words will take precedence.

5.9 In case of errors or uncertainty in pricing of any item, or if such pricing is omitted, then either unit prices or total price for the same item may be used, at the OWNERS discretion, to arrive at a total project BID cost. If the OWNER is unable to resolve ambiguities with respect to BID prices, the BID may be disregarded.

5.10 The BID shall contain the Statement of Bidders Qualifications and Notification of Immigration Compliance Requirements and Certification by Contractor. No Notice of Award shall be given until these documents are completed and signed.

5.11 BIDDER shall document experience with prior projects of similar scope & style; total mileage, trail format common with proposed project, remote terrain access, mechanized trail construction, hand trail construction, steep terrain/side slope construction, maximum of 70%, low moisture soils, clay soils, intensive rock-work sections (including use of rock fracturing, mobilization of multi-ton items, natural material usage.

5.12 The BID shall contain acknowledgment of receipt of all Addenda in the space provided in the BID forms.
5 BONDS

5.12 Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been evaluated and a CONTRACT has been approved, the OWNER will return the Bonds to the remaining unsuccessful BIDDERS. The BID BOND of the successful BIDDER will be returned after the PERFORMANCE, PAYMENT and MAINTENANCE BOND has been executed and approved. A certified check may be used in lieu of a BID BOND.

5.13 A PERFORMANCE BOND and a PAYMENT AND MAINTENANCE BOND, each in the amount as specified in the Agreement, Article 7, with a corporate surety approved by the OWNER, will be required for the faithful performance of the CONTRACT.

5.14 Attorneys-in-fact who sign BID BONDS, or PERFORMANCE, PAYMENT and MAINTENANCE BOND must file with each BOND a certified and effective dated copy of their power of attorney.

6 EVALUATION OF BIDS

6.1 The OWNER may waive any informality or minor defects, or reject any and all BIDS. Any BID may be withdrawn prior to the BID opening. Any BID received after the time and date specified for the BID opening shall not be considered. No BIDDER may withdraw a BID within 60 days after the BID opening. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time within which the BID shall remain valid may be extended by mutual agreement between the OWNER and the BIDDER.

The OWNER, or the OWNERS Representative, may make such investigations, as he deems necessary to determine the ability of the BIDDER to perform the WORK. The BIDDER shall furnish the OWNER with all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any portion of a BID or the entire BID if, based on submitted evidence or the OWNERS investigation, said BIDDER fails to satisfy the OWNER that he is properly qualified to carry out the obligations of the CONTRACT and to complete the WORK as presented by the CONTRACT DOCUMENTS. The OWNER reserves the right to reject any portion or the entire complete bids without disclosing the reason therefore.

The OWNER reserves the right to disqualify any BIDDER who is not in good standing with Mesa County. Items that constitute “not in good standing” can include, but not limited to, lack of insurance, lack of performance on prior projects, or un-completed work.
6.2 All BIDDERS should be aware of Mesa County Purchasing Policy section 5.9 titled “Bid Preference for Mesa County Resident Bidder”. Complete Mesa County Purchasing Policy’s can be obtained by visiting the County web page: http://www.mesacounty.us/purchasing/.

6.3 A Conditional or Qualified BID will not be accepted.

7 NOTICE OF AWARD

The OWNER shall issue a Notice of Award along with the necessary CONTRACT and BOND forms to the lowest acceptable BIDDER that will result in completion of the WORK within the time allotted by the CONTRACT DOCUMENTS.

8 EXECUTION OF CONTRACT

8.1 The BIDDER, to whom the CONTRACT is awarded, will be required to execute the CONTRACT and obtain a PERFORMANCE, PAYMENT AND MAINTENANCE BOND and furnish INSURANCE CERTIFICATES within 10 calendar days from the date when the Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT or provide the required bond and insurance certificates the OWNER may consider the BIDDER in default, and the BID BOND accompanying the bid shall become the property of the OWNER.

9 NOTICE TO PROCEED

9.1 The OWNER, within 20 calendar days of receipt of acceptable PERFORMANCE, PAYMENT AND MAINTENANCE BOND, INSURANCE CERTIFICATES and CONTRACT signed by the BIDDER to whom the CONTRACT was awarded, shall sign the Agreement and return to said BIDDER an executed duplicate of the CONTRACT. Should the OWNER not execute the CONTRACT within such period, the BIDDER may by written notice withdraw his signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

9.2 The Notice to Proceed shall be issued within 10 calendar days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be changed by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed is not issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT without further liability on the part of either party.

10 LOCATION AND ACCESS

10.1 Encroachment on private property, outside the construction easements or right-of-way, by the CONTRACTOR or the WORK is prohibited unless special arrangements are made in writing with the property owner and agreed to by the ENGINEER or the OWNER. Damage to private property, both within and outside the delineated
easements, must be minimized by the CONTRACTOR. The location of the project is as shown on the location map.

11 OWNERS RIGHT TO REJECT BIDS

11.1 The OWNER reserves the right to reject any or all bids and/or to waive technical defects as the interests of the OWNER may require. The OWNER proposes to award a CONTRACT to a single successful BIDDER as soon as possible after BIDS have been opened.

12 PRICES AND PAYMENTS

12.1 The quantities and portions of the WORK listed in the BIDDING SCHEDULE for which unit prices are asked, have been selected by the OWNER as the method of payment for the entire PROJECT as outlined in the drawings and described in the Specifications. Payments of these unit prices will be in full for the completed WORK and will cover materials, supplies, labor, tools, equipment and all other expenditures necessary to satisfactory compliance with the CONTRACT, unless specifically otherwise provided.

12.2 Included in this Contract are itemized projects, areas, or sections that are funded in whole or in part by one or more grants from the State of Colorado. For each of these grant funded projects, areas, or sections, the Contractor must comply with all the provisions of the grant agreement entered into between Mesa County and the State of Colorado, and any subsequent amendments or modifications. Said Agreement is attached hereto as Exhibit 1 incorporated herein by this reference.
MESA COUNTY, COLORADO

BID
PALISADE PLUNGE PHASE I (IFB-19-03146-0301)

CONTRACTOR NAME:________________________________________________

ADDRESS:__________________________________________________________

PHONE:_____________________________________________________________

To:  Mesa County
    Grand Junction, Colorado 81501

The undersigned bidder, having examined the plans, specifications, and other Contract Documents as designated, and any addenda hereto, having investigated the location of, and conditions affecting the proposed work; and being acquainted with and fully understanding the extent and character of the work covered by this Bid and all factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES, pursuant to the Requirements for Bids as specified in the Bid Package entitled Palisade Plunge Phase I Project (IFB-19-03146-0301), to furnish all required materials, tools and equipment to perform all necessary labor and superintendence; and to undertake and complete the work required in Mesa County, Colorado in full accordance with plans, specifications and Contract Documents hereto attached or by reference made a part thereof at, and for the following prices:
# Bid Schedule: Palisade Plunge Bike Trail

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>BASE BID</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mountain Bike Trail Construction (Machine or Hand Dug)</td>
<td>Milepost</td>
<td>13.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cattleguard</td>
<td>Each</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Stream Crossing</td>
<td>Each</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Trail sign, including post, post bracket, and all installation hardware.</td>
<td>Each</td>
<td>10</td>
<td>$75,000.00</td>
<td>$75,000.00</td>
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<tr>
<td>6</td>
<td>Fencing</td>
<td>Lineal Foot</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Force Account</td>
<td>Lump Sum</td>
<td>1</td>
<td>$75,000.00</td>
<td>$75,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FOR BASE BID</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ALTERNATE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Mountain Bike Trail Construction (Machine or Hand Dug)</td>
<td>Milepost</td>
<td>3.48</td>
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</tr>
<tr>
<td>A-2</td>
<td>Trail sign, including post, post bracket, and all installation hardware.</td>
<td>Each</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>Stream Crossing</td>
<td>Each</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>A-4</td>
<td>Force Account</td>
<td>Lump Sum</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td></td>
<td><strong>TOTAL FOR ALTERNATE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GRAND TOTAL (BASE BID + ALTERNATE)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The BIDDER acknowledges receipt of the following ADDENDA:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

The undersigned BIDDER proposes to sublet the following work:

1. Work Description: ____________________________________________________________
   ____________________________________________________________
   Name of Proposed Sub-Contractor: ________________________________
   ____________________________________________________________
   Address of Proposed Sub-Contractor: ____________________________
   ____________________________________________________________

2. Work Description: ____________________________________________________________
   ____________________________________________________________
   Name of Proposed Sub-Contractor: ________________________________
   ____________________________________________________________
   Address of Proposed Sub-Contractor: ____________________________
   ____________________________________________________________

3. Work Description: ____________________________________________________________
   ____________________________________________________________
   Name of Proposed Sub-Contractor: ________________________________
   ____________________________________________________________
   Address of Proposed Sub-Contractor: ____________________________
   ____________________________________________________________
4. Work Description: _____________________________________________________________
____________________________________________________________________________
Name of Proposed Sub-Contractor: ___________________________________________
____________________________________________________________________________
Address of Proposed Sub-Contractor: ___________________________________________
____________________________________________________________________________

5. Work Description: _____________________________________________________________
____________________________________________________________________________
Name of Proposed Sub-Contractor: ___________________________________________
____________________________________________________________________________
Address of Proposed Sub-Contractor: ___________________________________________
____________________________________________________________________________

The undersigned BIDDER acknowledges the right of the County to reject any portion of the BIDDER’S bid or the entire complete bid submitted and to waive informalities therein.

By submission of the BID each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The submission of a BID will constitute an incontrovertible representation by the BIDDER that he is familiar with conditions of the site together with the work required.

BIDDER agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Bid Schedule. The BIDDER further agrees that no bid may either be changed or withdrawn, without consent of the County for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned BIDDER hereby agrees to be ready and to appear at the office of the Mesa County Clerk to execute the attached Agreement in conformity with this bid and also to have ready and furnish the required bond, executed by a Surety Company acceptable to the County.
Attorney, and the insurance certificates at any time within ten (10) days from the date of a Notice of Award, mailed to the address hereinafter given.

The ________________________________________________________________________, a corporation of the State of ____________________________________________, is hereby offered as Surety on said Bond. If such surety is not approved by the Engineer, another and satisfactory surety company will be furnished.

Enclosed herewith is Bid Security as defined in the attached Instructions to Bidders in the amount of _______________________ which Bid Security the undersigned BIDDER agrees is to be paid to and become the property of the County, as liquidated damages and not as a penalty, for the delay and extra work caused hereby, should the BIDDER prevent an award as defined in the Instructions to Bidders, or should the Bid be accepted and contract awarded him and he fails to enter into Agreement in the form prescribed and to furnish the required bond and insurance certificates within ten (10) days as stipulated.

All participating BIDDERS, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. Print the words “NO Exceptions” here ________________ if there are no exceptions taken to any of the terms, conditions, or specifications of these quotation documents. If there are exceptions taken to any of these terms, conditions, or specifications of these quotation documents, they must be clearly stated on a separate sheet of paper, attached to this quotation sheet and returned with your quotation. Should Mesa County omit anything from this IFB package, which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the BIDDERS shall secure instructions from Laura Page, Owners Designated Representative, in the Mesa County Public Works Department, telephone number 970-255-5031 or email at laura.page@mesacounty.us prior to the date and time of the quote closing date shown in the IFB.

Dated at ________________ this ________ day of __________________________, 20_____.

Signatures of Bidders:

If an individual: ______________________________________________doing business as _____________________________________________________________________

If a partnership: ________________________________________________________________ by __________________________ member of firm.

If a corporation: ________________________________________________________________by ____________________________________________________________________________
NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

__________________________, (“Contractor” herein) acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

   (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request by the State
Department of Labor and Employment (“Department” herein) made in the course of an
investigation that the Department is undertaking pursuant to the authority established in C.R.S. §
8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required
herein may terminate the contract for a breach of the contract. If the contract is so terminated,
the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor
violates a provision of this Addendum and the County terminates the contract for such breach.
Based on this notification, the secretary of state shall maintain a list that includes the name of the
Contractor, the state agency or political subdivision that terminated the public contract for
services, and the date of the termination. A contractor shall be removed from the list if two years
have passed since the date the contract was terminated, or if a court of competent jurisdiction
determines that there has not been a violation of the provision of the public contract for services
required pursuant to Section I. An agency or political subdivision shall notify the office of the
secretary of state if a court has made such a determination. The list shall be available for public
inspection at the office of the secretary of state and shall be published on the internet on the
website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the
provisions of a public contract for services required pursuant to Section I. The Department may
conduct on-site inspections where a public contract for services is being performed, request and
review documentation that proves the citizenship of any person performing work on a public
contract for services, or take any other reasonable steps that are necessary to determine whether a
contractor is complying with the provisions of a public contract for services required pursuant to
Section I. The Department shall receive complaints of suspected violations of a provision of a
public contract for services (this Addendum) and shall have discretion to determine which
complaints, if any, are to be investigated. The results of any investigation shall not constitute
final agency action. The Contractor is hereby notified that the Department is authorized to
promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of
C.R.S. § 8-17.5-101, et. seq.

Dated this ______ day of __________________, ___________

[CONTRACTOR]

By
______________________________ [Printed Name]
Bidder is required to submit

**STATEMENT OF BIDDERS QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:

2. Permanent main office address, email and phone number:

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in contracting business under your present trade name?

6. Contracts on hand: (schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. Have you ever failed to complete any work awarded to you?
   
   If so, where and why?

8. Have you ever defaulted on a contract?
   
   If so, where and why?
9. List the more important similar projects recently completed by your company, stating the name and phone number of the Owner of the project, approximate cost for each, and the month and year completed:

10. List your major equipment available for this contract.

11. See attached Contractor Experience Documentation and include with your BID.

12. Describe your experience in construction work similar in importance to this project:

13. Can you provide personnel certified as work zone traffic control supervisors (A.T.S.S.A., or I.M.S.A.) for the performance of this contract?

14. Give bank references:

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?

16. Quality personnel are a key component to the successful completion of a project. Provide a list of key personnel who will be assigned to this project indicating their function and experience.

17. List all previous experience on Mesa County Capital Improvement Projects. Previous experience on Mesa County Capital Improvement Projects will be considered a project reference and could positively or negatively impact the decision by Mesa County to accept any particular bid.
The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder’s Qualifications:

Dated at:

This _____________ day of ____________________, 20____.

Name of Bidder

By: ___________________________

Title: _________________________

State of ______________________________)

County of ____________________________)

Being duly sworn deposes and says that he/she is ____________________________________of ____________________________________ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this ____________ day of __________________, 20___.

_____________________________
Notary Public

_____________________________
Address

(seal)

My Commission Expires: ___________________________
Contractor Experience Documentation

Please provide the following information pertaining to contractor background:

- Documented experience with prior projects of similar scope & style; total mileage, trail format common with proposed project (ref TMO doc), remote terrain access, mechanized trail construction, hand trail construction, steep terrain/sideslope construction maximum of 70%, low moisture soils, clay soils, intensive rock-work sections (including use of rock fracturing, mobilization of multi-ton items, natural material usage, etc). Please provide example imagery illustrating all aspects identified in the list.

- Photo documentation/examples of prior work illustrating previous best work standards in several of the above categories - show us your best work. Illustrate work in desert environments, rock-work examples, etc.

- A descriptive document illustrating how to achieve the TMO's using location examples in the course route. Limit to three pages.

- List of applicable mechanized trail construction devices, and hours of experience in their use. Example photos of device, terrain in which used, and example trail constructed. Remote, rocky, steep, challenging access situations will be good to illustrate.

- Provide draft work schedule to meet timeline requirements. Contractor won't be held to the presented draft implementation process, but we wish to see a practical approach to meeting the goal. Identify resources to be utilized to meet the draft schedule, and anticipated availability of those resources.
  - Initial work timing planned to create lower elevation route segment(s) first, to create local loop options.
PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we the undersigned, _______________________________________________________as Principal, and ______________________________________________ a Corporation, organized and existing under and by virtue of the laws of the State of Colorado and Surety, are held and firmly bound unto the County of Mesa, Colorado in the penal sum of Dollars ($__________) lawful money of the United States of America, for the payment of which, will truly be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present, as follows:

The condition of the above obligation is such that; whereas, the said Principal has entered into a written Contract with the County of Mesa, Colorado for the performance of the work designated ____________________________________________________, in Mesa County, in the State of Colorado in conformity with the drawings, plans, and General Conditions, and specifications are hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT if the above bonded Principal shall well, truly and faithfully perform said contract and any alterations in and additions thereto and comply with all of the terms and provisions thereof, and satisfy all claims and demands incurred by the Principal in the performance of said Contract, and shall fully indemnify and save harmless the County of Mesa, Colorado all costs, damages, and expenses which they may incur in making good any default by the Principal, including any default based upon the failure of the Principal to fulfill his obligation to furnish maintenance, repairs, or replacements for the full guarantee period provided in the specifications contained herein and in compliance with Title 38, Article 26, Section101 (et seg) of the Colorado Revised Statutes of 1973 as a condition of this bond shall be that the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor and materials used or performed in the prosecution of work provided for in the above contract and that the undersigned will indemnify and save harmless the County of the extent if any and all payments in connection with carrying out of such contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications.
IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals at
__________________________________________, this ______ day of ________________, 20___.

__________________________________________
Principal Contractor

(Seal) By: ________________________________

Attest: ________________________________

__________________________________________
Surety

(Seal) By: ________________________________

Attest: ________________________________
INSURANCE CLARIFICATION

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor 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 Board’s Contract Administrator.

2. Contractor shall require all subcontractors and sub-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 Contractor. Contractor shall furnish subcontractors' certificates of insurance to the Board, with a copy to the Board’s Contract Administrator, immediately upon request.

3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Board and the Board’s Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Board or Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.

5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Board and Mesa 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 the Board grants specific approval for an exception.

6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Board. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

   a. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado of $100,000 each accident; $100,000 disease each employee; $500,000 disease policy limit.

   b. 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. In addition Contractor must either:
1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

c. 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.

d. 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 for all Design/Build, Professional Service and Design Contracts.

e. 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.

7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form.

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

---

Your Initial X

---

BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, 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 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.
BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."
COUNTY OF MESA, COLORADO

AGREEMENT

<NAME>

This Agreement made and entered into this <__> day of _______________, by and between the MESA COUNTY, COLORADO, a political subdivision of the State of Colorado, referred to as the “County” or “Owner,” and <________>, a Colorado corporation (or limited liability company, etc., or if the contractor is not a Colorado entity, then it should read "a Texas, Delaware, etc., corporation authorized to do business in Colorado"), hereinafter referred in the Contract Documents as the “Contractor.

WITNESSETH, that the County advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction project.

WHEREAS, the Agreement has been awarded to the above named Contractor by the County, and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his bid.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE I

Contract Documents: It is agreed by the parties hereto that the following list of installments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Agreement, and all of said instruments, drawings, and Documents taken together as a whole constitute a Contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein.

- Advertisement for Bids
- Bids
- Performance, Payment and Maintenance Bond
- Notification of Immigration Compliance
- Agreement
- Notice to Proceed
- Change Order
- Certificate of Substantial Completion
- Project Special Provisions
- Agreement with State of Colorado
- Plans and Drawings (Bearing the same Project name)
- Addenda (If Any)

- Instruction to Bidders
- Statement of Bidders Qualifications
- Notice of Award
- Field Order
- Application for Payment
- Lien Waiver
- Mesa County Special Conditions
- Additional Special Provisions (If Any)

In the event there is a conflict in the terms and conditions of the Contract Documents, they shall govern in the following order:
1. Agreement
2. Project Special Provisions
3. Mesa County Special Conditions

For clarification, the remaining documents shall be utilized.

ARTICLE 2

Definitions: The definitions provided in the Mesa County Special Conditions, apply to the terms used in the Agreement and all Contract Documents, unless specifically modified by this Agreement.

ARTICLE 3

Statement of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials, and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown, and included in said Contract Documents.

ARTICLE 4

Contract Time: The Contractor agrees to undertake the performance of the Work under the Agreement within ten (10) calendar days after the date of the Notice to Proceed and agrees to fully complete said Work within the stipulated working days noted hereinafter unless an extension of time is granted by the County. The Contract Time for Substantial Completion of all required Work shall be December 1, 2019.

ARTICLE 5

Liquidated Damages: It is understood and agreed by and between the County and the Contractor that should the completion of the entire project be delayed beyond the stipulated day herein specified, the County will suffer substantial damages, which damages it would be difficult to accurately determine. The parties hereto have considered the possible limit of damages and have agreed that a delay in completion of this work will cost per Mesa County Special Conditions. If the Contractor shall fail to pay such liquidated damages promptly upon demand, therefore, the Surety on the Performance Bond shall pay such damages. Also, the County may hold all or part of such liquidated damages from payments due the Contractor.

ARTICLE 6

Terms of Payment: The Contractor agrees to accept as his full and only compensation for the performance of all the work required under this price or prices set forth in the Contractor’s Document, attached hereto and made a part hereof for Contract items numbered <__> through <__>, for total estimated cost thereof to be <___________>, ($__). Partial payments will be made for Work completed during the previous month and certified by the Engineer as well as for materials (invoice cost only) delivered to the Project site and suitably stored.
Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by the Engineer to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials, in question, from consideration for partial payment. Partial payments for Work completed during the previous month will be made based on the Contractor’s Applications for Payment (with the exception of the first submitted payment) and shall be accompanied by partial waivers of lien for the Major Contract Items and stored materials that were allowed partial payment during the prior month.

Failure of the Contractor to provide partial waivers of lien for previous partial payments, will be just cause for reducing subsequent partial payments by an amount equal to the sum of any and all outstanding partial waivers of lien until such time as the outstanding waivers are provided.

All partial waivers of lien shall be sworn to and notarized by the party (s) granting the waiver.

All lien waivers shall show whether any or all of the amount being waived is under dispute. Any amounts under dispute will not be eligible for partial payment until said dispute has been resolved and the Engineer has been so notified in writing.

All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all the terms of the Agreement.

The Owner will retain, from partial payments, five percent (5%) of the total amount due the Contractor based on the Contractor’s Application for Payment and the Owners Representatives recommendation of the work required by the Agreement has been performed. Thereafter, the Owner may pay any of the remaining installments without retaining additional funds if, in the opinion of the Owner, satisfactory progress is being made in the work. The Owner may, at his sole discretion, at any time during the Contract Time, reduce the percentage of the total amount due which is retained when it appears that such retainage is not necessary to adequately protect the Owner.

Upon completion of the Work under the Agreement, and prior to the payment, the Engineer and Owner shall publish, in the newspaper published in the County the Notice of Contractor’s Settlement, which shall state that they have accepted said Work as completed according to the Contract Documents and that the Contractor is entitled to final settlement and that, upon thirty days notice following the date of first publication, specifying the exact date, the County will pay the full balance due under the Agreement, and that persons having claims for labor or material furnished the Contractor shall present the same to the County prior to said date specified for such payment. Nothing contained herein shall be construed as relieving the Contractor and the Sureties on the Contractor’s Bond from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Agreement it is the intent of the Owner, to make payment for partial payments in at timely manner as follows:
1) The Contractor shall submit his Application for Payment not later than the first day of the month.

2) The Owners Representative will, within 30 calendar days after receipt, submit the Application for Payment to the Owner for payment along with his Recommendation of Payment, noting any changes.

CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim from the Contractor for a change in the Contract Price shall be based on written notice delivered to Owner Representative within fifteen (15) days of the occurrence of the event, giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner Representative allows an additional period of time to ascertain accurate cost data. Any change by the Owner Representative shall be described on a Change Order and issued to the Contractor.

All claims for adjustment in the Contract Price shall be determined by Public Works Director, if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim for adjustment shall be incorporated in the Change Order.

CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim from Contractor for an extension in the Contract Time shall be based on written notice delivered to Owner Representative within fifteen (15) days of the occurrence of the event, giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner Representative allows and additional period of time to ascertain more accurate data.

All claims for adjustment in the Contract Time shall be determined by Owner Representative if an agreement cannot be reached. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Any change by the Owner Representative shall be described on a Change Order and issued to the Contractor.

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore as provided in the previous paragraph. Such delays shall include, but not be limited to fires, floods, epidemics, abnormal weather conditions, or acts of God.
All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

**ARTICLE 7**

**Bonds and Insurance:** The Contractor furnishes currently herewith the bonds and insurance required by the Contract Documents, said bonds and insurance having been approved by the County and attached hereto. The Performance Bond will be in an amount not less than one-hundred percent (100%) of the estimated aggregate payments to be made under the Agreement but, in any event, shall provide for the completion of the project in accordance with the Contract Documents, without additional cost to the County. The Payment Bond will be in an amount not less than the aggregate total of all materials, labor and subcontracted work, exclusive of the Contractors overhead and profit, or one hundred percent (100%) of the estimated aggregate payments to be made under the Agreement, whichever is greater. The Maintenance Bond will be so conditioned as to provide for the correction of workmanship for a period of one year following final acceptance of the project, and shall cover not only the material but also costs of removal, correction, re-construction and any other costs incurred in the repair of defective portions of the Work.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be Contractor’s responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

The Contractor's insurance policies shall be endorsed to include, for the benefit of County and the State of Colorado, a 30-day advance written notice of cancellation, non-renewal, or reduction in policy limits of liability by endorsement. Additionally it shall specifically state on the Commercial General Liability and Auto Liability policies the following: “Mesa County, its officers, officials, employees and volunteers as INSURED, as respects liability, on behalf of Contractor, arising out of this Contract.” All certificates of insurance are to be submitted on standard “ACCORD 25-S” form. A Certificate of such insurance coverage naming Mesa County, its officials, officers, employees and agents as insured, shall be supplied to Mesa County upon signing of this Contract. Failure to obtain or maintain such insurance shall constitute a breach of the Contract.

**ARTICLE 8**

1) Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work, which is contemplated, shall be deemed to be, and is, covered by this Agreement.

2) The Contractor shall perform its work hereunder 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; and prior to beginning work, shall secure, at
Contractor’s expense, all necessary permits required by any governmental agency with jurisdiction.

3) In the performance of work under this Agreement, the Contractor shall be deemed to be, and is, an independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4) 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 standards of safety practice. The Contractor 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. The Contractor 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.

5) This Agreement may not be assigned or subcontracted without the prior express written consent of the County and specifically the Contractor shall not assign any money due or to become due without prior written consent of the Owner. Any attempt to assign this Agreement or any portion of this Agreement without the prior express written consent of the County shall render the Agreement null and void with respect to the attempted assignee.

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

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

8) This is not an exclusive Agreement. The County may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

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

10) Contractor agrees that any information received by Contractor during any furtherance of the Contractor’s obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organizations unless required by state, federal or local law.

11) (This paragraph applies if the work performed is a “public work”): In discharge of this Agreement, Contractor 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.

12) This agreement constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.

13) Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Agreement and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.

14) The provisions of this Agreement shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof.

15) Contractor shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional 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 the Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the County under this paragraph include claims against the County by Contractor’s employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

16) Contractor assures that where activities supported by this Agreement produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the County reserves the royalty-free non-exclusive and
irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

17) **Conformance with Law:** The Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and sub-grant agreements, if any permitted under this Agreement. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The “Uniform Administrative Requirements of Grants and Cooperative Agreements to State and Local Governments (Common Rule)”, at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21, or A-22, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

18) **Non-discrimination:** Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Agreement.

19) **Survival of Certain Agreement Provision:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement. Examples of some provisions surviving termination include but are not limited to Agreement Article 7 and 8, subparagraphs 2, 3, 4, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18 and 21 shall survive expiration or any termination of this Agreement.
20) **Termination:** The Owner reserves the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Agreement without liability by giving written notice of such termination to the Contractor. A written notice to terminate must be delivered to the Contractor ten (10) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Agreement. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

21) **Availability of Funds:** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate this Contract immediately without further liability.

22) **Agreement Binding:** The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, Contracts and obligations contained in the Contract Documents.

**ARTICLE 9**

Included in this Contract are itemized projects, areas, or sections that are funded in whole or in part by one or more grants from the State of Colorado. For each of these grant funded projects, areas, or sections, the Contractor must comply with all the provisions of the grant agreement entered into between Mesa County and the State of Colorado, and any subsequent amendments or modifications. Said Agreement is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, The County of Mesa, Colorado has caused this Agreement to be subscribed by its County commissioners and sealed and attested by its County Clerk in its behalf; and the Contractor, second party, has signed this Agreement the day and the year first mentioned herein.

This Agreement is executed in three counterparts, each deemed to be an original.

THE COUNTY OF MESA, COLORADO

BY: ____________________________  ATTEST: ____________________________
   Rose Pugliese, Chair
   Mesa County Commissioners

SECOND PARTY  WITNESS

BY: ____________________________  BY: ____________________________
NOTICE OF AWARD

Project:

To:

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids dated

You are hereby notified that your Bid has been accepted for items in the amount of $ contingent upon an acceptable contract signed by the Contractor and final approval by the Board of County Commissioners for Mesa County. You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment and Maintenance Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

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

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Owner.

Dated this day of,

By:
Title:

Address: P.O. Box 20,000
(200 South Spruce)
Grand Junction, Colorado 81502-5013

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

. This day of , 20__.

By:
Title:

Telephone:
NOTICE TO PROCEED

To:

Date:

Project:

You are hereby notified to commence Work in accordance with the Contract dated ________, on or before ____________, and you are to fully complete said Work on or before ____________, and to complete other specified items of work in accordance with the dates specified in Article 4 of the Agreement.

Please prepare and make available for the preconstruction meeting on ____________ the Initial Project Schedule under SECTION 108, the Project Traffic Control Plan required for Mesa County and a draft of the Project Storm Water Management Plan required by Section 208.

By:

Title:

Address: P.O. Box 20,000
          200 South Spruce Street
          Grand Junction, Colorado  81502-5013

Telephone: (970) 244-1686

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____________________________________________

This the ________________ day of _________________________, 20____.

By: _____________________________________

Title: ____________________________________

Telephone: ________________________________
FIELD ORDER

FIELD ORDER NO: _____________________

DATED: ______________________________

Project:

County Project Number:

Contractor:

Attention:

You are directed to make the changes as defined below and on any attached pages.

Description of Required Changes:

Changes Ordered By: _______________________________________________________

Mesa County Engineering, Project Engineer

Dated: ______________, 20___

Changes Accepted By: _______________________________________________________

Contractor or Authorized Representative

Dated: ______________, 20___
CHANGE ORDER

CHANGE ORDER NO.

Date:
Project:
CPN:
Contractor:
Contract For:
Contract Date:
To:

You are directed to make the changes noted below in the subject Contract:

Mesa County
By:

Dated:

NATURE OF CHANGES:

<table>
<thead>
<tr>
<th>BID ITEM #</th>
<th>CDOT REF #</th>
<th>DESCRIPTION</th>
<th>BID QUAN.</th>
<th>CO 1 QUAN.</th>
<th>CHANGE</th>
<th>UNITS</th>
<th>UNIT $</th>
<th>TOTAL COST</th>
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</table>

TOTAL CHANGE ORDER COST
These changes result in the following adjustment of Contract Price and Contract Time:

**Contract Price:**

<table>
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<tr>
<th>Prior to Change Order:</th>
<th>$</th>
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<tr>
<td>Decrease/Increase:</td>
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<tr>
<td>Current Contract Price:</td>
<td>$</td>
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<td>(Including Change Order)</td>
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</table>

**Contract Time:**

<table>
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<tr>
<th>Prior to Change Order:</th>
<th>60 days from Notice to Proceed issued</th>
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<tbody>
<tr>
<td>Decrease/Increase:</td>
<td></td>
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<tr>
<td>Current Contract Time:</td>
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</table>

**The Above Changes are Approved:**

Mesa County Public Works

By: 

Date: 

The foregoing Change Order No. 1 is satisfactory and is hereby accepted. In accepting this Change Order No. 1, the Contractor acknowledges that he has no unsatisfied claim against the County arising out of or resulting from this Order, and the Contractor hereby releases and discharges the County from any and all claims or demands whatsoever arising out of or resulting from this Order.

**The Above Changes are Accepted:**

Contractor:

By: 

Date: 

______________________________________________

48
## SUMMARY OF CHANGE ORDERS

These Change Orders to date have resulted in the following adjustment of Contract Price and Contract Time:

Original Contract Price: $  
Original Contract Time: 60 days from Notice to Proceed

<table>
<thead>
<tr>
<th>Change Order No.</th>
<th>Date</th>
<th>Amount (+ or -)</th>
<th>Time (+ or -)</th>
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</table>

Net Change of ALL Change Orders (+ or -)  
Net Change this Change Order (+ or -)  
New Contract Price  
Time if this Change Order is Executed
APPLICATION FOR PAYMENT

Number <>

To:

Project:

Contractor:

Contract Date:

County’s Project Number:

For Work Accomplished Through:

CONTRACTORS SCHEDULE OF WORK (See Attached)

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Amount</th>
<th>Previous Applications</th>
<th>Quantity</th>
<th>Amount</th>
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Totals $ $
Original Contract Amount: $________________________

Net Changes: $________________________

Contract Sum to Date: $________________________

Total Completed & Stored to Date: $________________________

Less 5% Retainage of Contract Value: $________________________

Total Earned Less Retainage: $________________________

Less Previous Payments: $________________________

Amount Due this Application: $________________________

CONTRACTOR’S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from County on account of Work done under the Contract referred to above have applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through ______ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment will pass to County at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to County).

Dated: ______________, 20 __

By: __________________________

County REPRESENTATIVE Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: ______________, 20 ___

Mesa County Engineering Division

By: _________________________
CERTIFICATE OF SUBSTANTIAL COMPLETION

County’s Project No.:

Project:

Contractor: ___________________________________________________________

Contract for: __________________________________________________________

Contract Date: _________________________________________________________

This Certificate of Substantial Completion applies to Work under the Contract Documents:

To:  MESA COUNTY
     County

And To:
     Contractor

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

_____________________________________
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.
The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

The responsibilities between County and CONTRACTOR for security, operation, safety, maintenance, and insurance shall be as follows:

Responsibilities:

County: Shall be in accordance with Contract Documents

CONTRACTOR: Shall be in accordance with Contract Documents

The following documents are attached to and made a part of this Certificate:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Executed by County’s REPRESENTATIVE on ______________________

By: __________________________________________________________

The CONTRACTOR accepts this Certificate of Substantial Completion on ________________

By: __________________________________________________________
LIEN WAIVER

$______________  ___________________________, Colo., Date: _______________

Received of _____________________________, being the sum of _____________________________________________________ Dollars,
being (check one) □ partial payment □ full payment of all demands for labor, services, machinery, tools, equipment, laborers or materials heretofore furnished to __________________
______________________________________________ in connection with Mesa County Project ____________________ located in the County of Mesa, State of Colorado, and in consideration of the aforesaid payment the undersigned hereby waive, relinquish and absolutely release forever, all right to claim a mechanic’s lien against the above described property which might accrue under the laws of the State of Colorado by virtue of the aforesaid work done, laborers or material furnished prior to _______________________ (date).

The undersigned hereby swears and affirms that this instrument is signed under no constraint as a free and voluntary act, and that the undersigned is authorized to release the above-reference claim on behalf of sub-contractor __________________________________________.

____________________________________
Sub-Contractor

State of ________________________)  ss.
County of ______________________)

Being duly sworn states that he/she is __________________________of
(Sub-Contractor) ____________________ and that the all statements herein contained are true and correct.

Subscribed and sworn to before me this _________ day of _________________, 20______.

_____________________________  
Notary Public

(seal)

My Commission Expires _________________________
State of ________________________ )

County of ________________________ )

Being duly sworn states that he/she is __________________________of

(Contractor)________________________ and that all statements herein contained are true and correct.

Subscribed and sworn to before me this __________ day of _________________, 20______.

___________________________

Notary Public

(seal)

My Commission Expires _________________________
MESA COUNTY SPECIAL CONDITIONS

1 - DEFINITIONS AND TERMS

1.1 Contract. The written agreement between Mesa County and the Contractor setting forth the obligations of the parties for the performance of work and the basis of payment. The Contract may also be referred to as the “Agreement”.

1.2 Holidays. Holidays recognized by Mesa County are:
   - New Year’s Day
   - Dr. Martin Luther King, Jr.’s Birthday (observed)
   - Washington-Lincoln Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Veteran’s Day
   - Thanksgiving Day (and the Friday after)
   - Christmas Day

   When New Year’s Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be considered a holiday. When one of these days falls on a Saturday, the preceding Friday shall be considered a holiday.

1.3 Agreement. The written agreement between the Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein. May also be described as the “Contract”.

1.4 Application for Payment. The form accepted by Owner Representative which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.5 Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the process for the Work to be performed.

1.6 Bonds. Bid, performance, payment, and maintenance bonds as well as other instruments of security.

1.7 Owner. Mesa County, the public body with whom Contractor has entered into Agreement and for whom the Work is to be provided. Owner may also be referred to as County.

1.8 Owner Representative. The authorized representative of the Owner shall be the Mesa County Engineering Division or the Division’s designated representative, who is assigned to the project or any part thereof. References to Owner Representative that relate to engineering and design of the project shall refer to the designated Project Manager for the project. All other references to Owner Representative which relate to administration of the construction of the project shall refer to the Construction Manager.
1.9 Substantial Completion. The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Construction Manager as evidenced by his definitive certification of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work or specified part can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with subsection 109.06. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

1.10 Construction Manager. Mesa County Engineering Division’s duly authorized representative who is in direct charge of the construction work and is responsible for the administration and satisfactory completion of the construction project under contract.

1.11 Project Manager. Mesa County Engineering Division’s duly authorized representative who is in direct charge of the engineering and design of the project and is responsible for the administration and satisfactory completion thereof.

2 - SCOPE OF WORK

2.1 Final Clean Up. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

2.2 Authority of the Construction Manager. The Public Works Director will designate a representative during the construction period. The duties, responsibilities, limitations and authority of the Construction Manager during the construction period are set forth in the following and shall not be extended without written consent of Owner.

Construction Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Construction Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such visits and on-site observations as an experienced and qualified design professional, Construction Manager will endeavor to guard Owner against defects and deficiencies in the Work, however, such visits shall not relieve the Contractor from liability to fulfill this Agreement.

Construction Manager will not be responsible for Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Construction Manager will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

Construction Manager will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractors, or of any other persons at the site or otherwise performing any of the Work.
2.3 Cooperation by Contractor. Key personnel have been identified by the Contractor and relied upon by the Owner in awarding this Contract. Owner reserves the right to re-negotiate or terminate the contract if either there is a significant (50%) change in the Contractor’s key personnel without approval; or the Contractor’s Project Manager is changed during the performance of the contract without approval.

In the event the Contractor desires to change any key personnel or the Contractor’s Project Manager during the contract period, the Contractor must submit for prior approval a written request demonstrating the extraordinary circumstances and providing local availability of the substituted key personnel or Contractor’s Project Manager; professional qualifications; related project experience; and, current and future commitments. In addition to the remedies above, if, for whatever reason, a key personnel or Contractor’s Project Manager is deemed unsuitable or a hindrance to the cooperative completion of the Project, Owner may remove that person from the Contractor’s construction team.

2.4 Removal of Unacceptable Work and Unauthorized Work. Unacceptable work is work that does not conform to the requirements of the Contract. Unacceptable work, resulting from any cause, found to exist prior to the final acceptance of the work, shall be removed and replaced in an acceptable manner at the Contractor’s expense. The fact that the Engineer or an inspector may have overlooked the unacceptable work shall not constitute an acceptance of any part of the work.

If Contractor fails within a reasonable time after written notice of Construction Manager to proceed to correct defective Work or to remove and replace rejected Work as required by Construction Manager, or if Contractor fails to perform the Work in accordance with the Contract Documents, Owner may, after seven (7) days’ written notice to Contractor, correct and remedy any such deficiency. In exercising his rights under this paragraph, Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work and suspend Contractor’s services related thereto, take possession of Contractor’s tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s Representatives, agents and employees such access to the site as may be necessary to enable Owner to exercise his rights under this paragraph. All direct and indirect costs of Owner in exercising such rights shall be charged against Contractor under an amount verified by Construction Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs for repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor’s defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner’s rights hereunder.

2.5 Substantial Completion and Final Acceptance. When Contractor considers the entire work ready for its intended use, Contractor shall, in writing to Construction Manager, certify that the entire Work is substantially complete and request that Construction Manager issue a Certificate of Substantial Completion for the entire project. Within a reasonable time thereafter, Contractor
and Construction Manager shall make an inspection of the Work to determine the status of completion. If Construction Manager does not consider the Work substantially complete, Construction Manager will notify Contractor in writing, giving his reasons therefore. If Construction Manager considers the Work substantially complete, Construction Manager will prepare and deliver to Owner a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the Certificate a list of items to be completed or corrected within 30 days of the date of Substantial Completion and before final payment.

Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

Upon written notice from Contractor that the Work is complete, Construction Manager will make a final observation with Contractor and will notify Contractor, in writing, of all particulars in which this observation reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. All such deficiencies shall be remedied within seven (7) days of notification to Contractor by Construction Manager, or Owner may act to remedy deficiencies.

2.6 One Year Correction Period. Contractor warrants and guarantees Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this section.

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Construction Manager’s written instructions, either correct such defective Work, or if it has been rejected by Construction Manager, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner 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, shall be paid by Contractor. The one-year correction period shall be extended to allow time for response and/or correction by the Contractor.

2.7 Dispute Resolution. This subsection details the process through which the parties (Owner and the Contractor) agree to resolve any issue that may result in a dispute. The intent of the process is to resolve issues early, efficiently, and as close to the project level as possible.

A dispute is a disagreement concerning contract price, time, interpretation of the Contract, or all three between the parties at the project level regarding or relating to the Contract. Issues include, but are not limited to, any disagreement resulting from a delay, a change order, another written order, or an oral order from the Construction Manager, including any direction, instruction, interpretation, or determination by the Construction Manager, interpretations of the Contract provisions, plans, or specifications or the existence of alleged differing site conditions.
Disputes from subcontractors, material suppliers, or any other entity not party to the Contract shall be submitted through the Contractor. Review of a pass-through dispute does not create privity of Contract between Owner and the subcontractor.

The Construction Manager will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the Work shall be referred initially to the Construction Manager in writing with a request for a formal decision in accordance with this paragraph, which Construction Manager will render in writing within a reasonable time.

No change in Contract Price or Contract Time shall be considered or authorized unless a written notice of each such claim, dispute and other matter shall be delivered by the Contractor to the Construction Manager within fifteen (15) days of the occurrence of the event giving rise thereto. The Contractor is also required to supplement the written notice of dispute with the following supporting data within forty-five (45) days of the occurrence of the event, unless the Construction Manager allows an additional period of time to ascertain more accurate data:

(1) The date of the dispute
(2) The nature of the circumstances which caused the dispute
(3) A statement explaining in detail the specific provisions of the Contract and any basis, legal or factual, which support the dispute
(4) If any, the estimated quantity or amount, of the dispute with supporting documentation
(5) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
(6) Any other additional information or data which the Construction Manager determines is needed to aid in resolving the claim through negotiation or which is required to complete an evaluation of the claim.

Failure to submit the claim in writing within the time and in the manner described above, or within such extended time granted by the Construction Manager, shall constitute a waiver by the Contractor of any right equitable or otherwise to make such a claim.

The dispute resolution process set forth in this subsection shall be exhausted in its entirety prior to initiation of litigation. Failure to comply with the requirements set forth in this subsection shall bar either party from any further administrative, equitable, or legal remedy. If a deadline is missed that does not prejudice either party, further relief shall be allowed.

The Construction Manager and the Contractor’s Superintendent or field level manager will first attempt to negotiate resolution of the issue. If the Parties fail to resolve the issue through negotiation, the dispute will be escalated to the Engineering Division Director and the Contractor’s next manager level.

The Engineering Division Manager will either deny the merits of the dispute or notify the Contractor that the dispute has merit. This determination will include a summary of the relevant facts, Contract provisions supporting the determination, and an evaluation of all scheduling issues that may be involved.
If the dispute is determined to have merit, the Contractor and the Engineering Division Manager will determine the adjustment in payment, schedule, or both within 30 days. When a satisfactory adjustment is determined, it shall be implemented in accordance with the Agreement and the dispute is resolved.

If the Contractor accepts the Engineering Division Director's denial of the merits of the dispute, the dispute is resolved and no further action will be taken. If the Contractor does not respond in seven days, it will be assumed he has accepted the denial. If the Contractor rejects the Engineering Division Director's denial of the merits of the dispute or a satisfactory adjustment of payment or schedule cannot be agreed upon within 30 days, the Contractor may further pursue resolution of the dispute by providing written notice to the Public Works Director within seven days.

After receipt of the Contractor's written notice to the Public Works Director of unsatisfactory resolution of the dispute, all parties involved in the dispute will meet with the Public Works Director, who will act as a mediator during discussions of the dispute. These meetings shall include a Contractor's representative with decision authority above the project level.

If these meetings result in resolution of the dispute, the resolution will be implemented in accordance with the Agreement and the dispute is resolved.

If these meetings do not result in a resolution or the participants mutually agree that they have reached an impasse, either party may initiate litigation in accordance with the signed Agreement.

The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any claim made under this Section, and shall comply with any decision of the County pending final resolution of the claim. Failure to proceed with the work shall be grounds for suspension or termination of the Contractor.

The rendering of a decision by any authorized Owner Representative with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by Contractor of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

Neither Owner Representative’s authority to act under this subsection or elsewhere in the Contract Documents nor any decision made by Owner Representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Owner Representative to Contractor, any Subcontractor, or manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract Documents the terms “as ordered”, “as directed”, “as required”, “as allowed”, or terms of the like effect or import are used, or the adjectives of like effect or import are used to describe requirement, direction, review or judgment will be solely to evaluate the Work for compliance with Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Owner Representative shall have authority to undertake responsibility contrary to the provisions of the preceding two paragraphs.
3 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

3.1 Permits, Licenses, and Taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. An exemption from all Sales Taxes (City, County and State) will be granted for all materials incorporated in the Work. The Contractor shall be responsible for making application to Mesa County Finance Director and the Revenue Department, State of Colorado and completing the necessary forms for exemption.

3.2 Protection and Restoration of Property and Landscape. The Contractor shall preserve private and public property and protect it from damage. Land monuments and property markers shall not be disturbed or moved.

The Contractor shall be responsible for the damage or injury to property resulting from the Contractor’s neglect, misconduct, or omission in the manner or method of execution or non-execution of the work, or the Contractor’s defective work or the use of unacceptable materials.

The Contractor’s responsibility shall not be released until the work has been completed in compliance with the Contract. The Contractor shall restore damaged or injured property, at the Contractor’s expense, to a condition similar or equal to that existing before the damage or injury occurred, by repairing, rebuilding, or restoring the property.

The Contractor shall take all reasonable precaution to prevent wildfires, and shall make every possible effort to notify the County and BLM/Forest Service at the earliest possible moment of the location and extent of any fire seen by them. The Contractor, subcontractors, and their employees shall prevent and suppress wildfires and provide assistance in this effort as directed by the BLM/Forest Service.

3.3 Responsibility for Damage Claims, Insurance Types and Coverage Limits. In the event a damage claim arises from the Contractors activities within the boundaries of the project, the Contractor shall conform to the following procedure:

A. The Contractor’s Representative shall be contacted as soon as possible by the Contractor’s work crew. The Contractor’s Representative shall immediately contact the Construction Manager.

B. The Contractor’s Representative shall recommend resolution of the matter in writing to the claimant with a copy to Construction Manager no more than 48 hours following the occurrence.

The Contractor shall purchase insurance as described in this section with the understanding minor claims are to be considered, as well as major claims.

Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interest of Contractor or Subcontractors in the Work to the extent of any deductible amounts that are provided below. If Contractor wishes property insurance coverage within the limits of such amount, Contractor may purchase and maintain it at his own expense.
Insurance is to be placed with insurers with a Best’s rating of no less than A:VII, unless pre-approved in writing by Owner.

If Owner has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten (10) days of the date of delivery of such certificates to Owner.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Mesa County.

The Contractor shall procure and continuously maintain during the term of this Contract, and for a period of two years after completion of the Contractor’s Work, insurance of the kinds and with the limits not less than the amounts shown below:

1. Workers’ Compensation and Employer’s Liability Coverage.
   Workers’ Compensation and Employer’s Liability, including Occupations Disease Coverage in accordance with the scope and limits as required by the State of Colorado, of: $100,000 each accident, $100,000 disease each employee; $500,000 disease policy.

2. Commercial General Liability (“Occurrence Form”)
   $1,000,000 combined single limit, per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Automotive Liability.
   $1,000,000 per accident bodily injury and property damage combined.

4. Excess Liability (“Umbrella Form”).
   $1,000,000 limit per occurrence; $1,000,000 aggregate.

The Contractor’s insurance policies shall be endorsed to include, for the benefit of Owner, a 30-day advance written notice of cancellation, non-renewal, or reduction in policy limits of liability by endorsement, and shall name Owner as an insured on the Commercial General Liability and Auto Liability policies. A Certificate of such insurance coverage naming Owner and each of their officials, officers, employees and agents as insured shall be supplied to Owner upon signing of this Contract. Failure to obtain or maintain such insurance shall constitute a breach of the Contract.

Contractor shall require all subcontractors and sub-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 Contractor. When the Contract requires the Contractor to provide services of a Professional Land Surveyor or Professional Engineer, the Contractor shall require these subcontractors to provide Professional Liability Insurance with minimum limits of liability of not less than $1,000,000 Each Claim and $1,000,000 Annual Aggregate. Contractor shall furnish subcontractors’ certificates of insurance to the Owner immediately upon request.
4 - PROSECUTION AND PROGRESS

4.1 Notice to Proceed. The Contractor shall not commence work prior to issuance of a Notice to Proceed. The “Notice to Proceed” will stipulate the date on which contract time commences. The Contractor shall commence work under the Contract within ten (10) calendar days after the date of the Notice to Proceed, unless otherwise agreed to by the Construction Manager.

4.2 Project Schedule. At least three (3) working days prior to the Pre-construction Conference, the Contractor shall submit to the Construction Manager for review, a tentative construction schedule. The purpose of the schedule is to allow the Contractor and the County to jointly manage and evaluate progress. The Project Schedule shall show all activities required by all parties to complete the work. The Project Schedule shall include subcontracted work, delivery dates for critical material, submittal and review periods, and milestone or work restriction requirements.

4.3 Determination and Extension of Contract Time. The contract time is stated in the Commencement and Completion of Work special provisions. The contract time will be used to determine the Contract Completion Date.

The Contractor shall not carry on construction operations on Saturdays, Sundays, or holidays unless previously arranged and approved.

When the Contract specifies a completion date, all work under the Contract shall be completed on or before that date. No extension of the completion date will be allowed for inclement weather, foreseeable causes, or conditions under the control of the Contractor.

4.4 Failure to Complete Work on Time. A daily charge will be made against the Contractor for each calendar day, including free time, that any work remains uncompleted after the elapse of contract time. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty, but as liquidated damages.

The schedule of liquidated damages will be:

<table>
<thead>
<tr>
<th>Original Contract Amount ($)</th>
<th>Liquidated Damages per Calendar Day ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From More Than</td>
<td>To And Including</td>
</tr>
<tr>
<td>0</td>
<td>500,000</td>
</tr>
<tr>
<td>500,000</td>
<td>1,000,000</td>
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<td>2,000,000</td>
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<tr>
<td>2,000,000</td>
<td>5,000,000</td>
</tr>
</tbody>
</table>

Permitting the Contractor to continue and finish the work or any part thereof after elapse of contract time will not operate as a waiver on the part of the County of any of its rights under the Contract.

4.5 Default of Contract. Upon the occurrence of any one or more of the following events:

(1) if Contractor is adjudged as bankrupt or becomes insolvent;
(2) if Contractor makes a general assignment for the benefit of creditors;

(3) if a trustee or receiver is appointed for Contractor or for any of Contractor’s property;

(4) if Contractor files a petition to take advantage of any debtor’s act, or to reorganize under the bankruptcy or similar laws;

(5) if Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

(6) if Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment;

(7) if Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

(8) if Contractor disregards the authority of any authorized Owner Representative; or

(9) if Contractor otherwise violates in any way any provision of the Contract Documents,

Owner may, after giving Contractor and his Surety seven (7) days’ written notice, terminate the services of Contractor. Once the notice is served, the Construction Manager may immediately exclude Contractor from site and take possession of the Work. Following the seven (7) days, the Owner may also take possession of all Contractor’s tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Construction Manager and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.

Where Contractor’s services have been so terminated by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention of payment of monies due Contractor by Owner will not release Contractor from liability.

5 - MEASUREMENT AND PAYMENT

5.1 Scope of Payment. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
Work or materials for which there are pay items and which are to be paid for separately will be included in the appropriate pay item in the Summary of Approximate Quantities on the plans. Work or materials that are essential to the project for which there are no pay items, will not be measured and paid for separately but shall be included in the project.

5.2 Progress Payments. At least ten (10) days before each progress payment falls due (but not more than once a month), Contractor shall submit to Construction Manager for review, an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as Construction Manager may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Construction Manager, as will establish Owner’s title to the material and equipment and protect Owner’s interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor’s obligations reflected in prior Application for Payment. The amount retained with respect to progress payments will be as stipulated in the Agreement.

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances (hereafter in these Project Special Provisions referred to as “Liens”).

The Construction Manager will, within fifteen (15) days after receipt of each Application of Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating Construction Manager’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Owner shall, within fifteen (15) days of presentation to him of the Application for Payment with Construction Manager’s recommendation of payment, pay Contractor the amount recommended.

Construction Manager’s recommendation of any payment request in an Application for Payment will constitute a representation to the Owner, based on on-site observations of the Work in progress. Review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Construction Manager’s knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that Contractor is entitled to payment of the amount recommended.

However, by recommending any such payment, Construction Manager will not thereby be deemed to have represented that exhaustive or continuous on-site observations have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose Contractor has used the monies paid or to be paid to
Contractor on account of the Contract Price, or that title to any Work, materials or equipment has passed to Owner free and clear of any Liens.

Construction Manager may refuse to recommend the whole or any part of the payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Construction Manager’s opinion to protect Owner from loss because:

(a) The Work is defective, or completed Work has been damaged requiring correction or replacement;

(b) Written claims have been made against Owner or Liens have been filed in connection with the Work;

(c) The Contract Price has been reduced because of Modifications;

(d) Owner has been required to correct defective Work or to complete the Work in accordance with the Contract Documents;

(e) of Contractor’s unsatisfactory prosecution of the Work in accordance with the Contract Documents;

(f) Contractor’s failure to make payment to Subcontractors, or for labor, material or equipment;

(g) or any other statutory reason.

5.3 Acceptance and Final Payment. After Contractor has completed all corrections on the list of items attached to the Substantial Completion certificate to the satisfaction of Construction Manager, and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after Construction Manager has indicated that the Work is acceptable (subject to the provisions of the waiver of claims), Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Owner may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or a release in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Prior to submitting final Application for Payment, however, the Work shall be inspected, Certificate of Substantial Completion shall be issued, and all items listed thereon shall be
completed or corrected to the satisfaction of all parties. The making and acceptance of final payment shall constitute:

A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by Owner of any rights in respect to Contractor’s continuing obligations under the Contract Documents; and, a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.
PROJECT SPECIAL PROVISIONS
PALISADE PLUNGE TRAIL

The following Project Special Provisions control the construction of this project. If a bid item is not included in the quantities, then work is considered incidental overall to the project.

Design and construction of the project shall be in accordance with the plans, these specifications, and Chapter 2.2.2 of the Environmental Assessment for the Palisade Plunge Trail (DOI-BLM-CO-S080-2017-0030-EA) dated June 2018. Design and construction shall use best management practices (BMPs) described in the U.S. Forest Service Trail Construction and Maintenance Notebook (FS 2007), GJFO Trail Design Criteria (BLM 2004), and the Guidelines for a Quality Trail Experience (IMBA/BLM2017).

Project Special Provisions Section

Special Conditions
Mobilization
Force Account
Mountain Bike Trail Construction (Machine or Hand Dug)
Cattleguard
Stream Crossing
Trail Sign
Fencing
SPECIAL CONDITIONS

1. PROJECT DESCRIPTION - The Palisade Plunge Phase 1 project includes the trail construction from route MP 18.23 (USFS/BLM boundary) to MP 31.58 where the route approaches US Hwy 6. This 13.35 miles of trail traverses remote and rough terrain, with a wide variation of foliage, surface & soils type, grade, and substantial exposure. Included within this route are sections requiring the creation of substantial rockwork features. In addition to the trail construction, project tasks will include the placement of various signage elements, fence ride-over features, fence installation, and gate installations. Also included is an alternate for construction of the trail from MP 18.23 to Lands End Road (MP 14.73) if funds are available.

2. COMMENCEMENT AND COMPLETION – The Contractor shall commence work under the Contract on or before the 10th day following the issuance of the “Notice to Proceed”, unless such time for beginning the work is changed by the Construction Manager. The Contractor shall complete all work prior to December 1, 2019 in accordance with the “Notice to Proceed.”

3. SCHEDULING/SEQUENCING REQUIREMENTS – The Contractor shall phase all work to prevent impacts to wildlife and vegetation in accordance with the construction time limitations included in the plans and below. The Contractor shall work diligently from the time an existing area is first disturbed to completion.
   - No motorized work in Colorado Hookless Areas from April 1st to May 31st.
   - No work in Whitewater Creek from June 1st to September 1st.
   - No vegetation removal or ground-disturbing activities will occur during the period of May 15 to July 15 (unless a biologic monitor is on site or if surveys are conducted immediately prior to vegetation clearing.)
   - To minimize impacts to nesting raptors documented in the project area, no construction will occur within the following temporal spatial buffers:
     a. BETWEEN FEBRUARY 15 & JULY 15, 0.33 MILE SPATIAL BUFFER (MP’S 23.60 TO 24.63 AND MP’S 30.67 TO 31.69) FOR RED TAIL HAWK
     b. BETWEEN APRIL 1 & AUGUST 15, 0.25 MILE SPATIAL BUFFER (MP’S 21.85 TO 21.97 AND MP’S 22.93 TO 23.84) FOR COOPERS HAWK.
     c. BETWEEN DECEMBER 15 & JULY 15, 0.5 MILE SPATIAL BUFFER (MP’S 21.23 TO 23.42) FOR GOLDEN EAGLE.
     d. BETWEEN MARCH 15 & JULY 31, 0.5 MILE SPATIAL BUFFER (MP’S 18.35 TO 19.48) FOR PEREGRINE FALCON.
     e. BETWEEN MARCH 1 & JULY 15, 0.25 MILE SPATIAL BUFFER ( MP’S 15.40 TO 15.82) FOR LONG-EARED OWL.
     f. BETWEEN MARCH 1 & AUGUST 15, 0.5 MILE SPATIAL BUFFER (MP’S 11.75 TO 13.63) FOR NORTHERN GOSHAWK.

4. PROJECT MANAGEMENT - The Construction Manager responsible for the administration of the construction for the Project is Laura Page, PE, who can be reached at (970) 255-5031 or laura.page@mesacounty.us. After award of the contract, all project notices, letters, submittals, and other communications directed to the Construction Manager shall be addressed and mailed or delivered to:

Laura Page, P.E.
Mesa County Public Works
200 South Spruce St.
Grand Junction, CO 81501
MOBILIZATION

Description.

This work consists of the mobilization of personnel, equipment and supplies to the project site in preparation for work on the project. This item shall also include the establishment and maintenance of remote base camps and other necessary facilities, and all other costs incurred, or labor and operations, which must be performed prior to beginning the other items of work.

The contractor will be authorized to set up remote base camps during construction with approval from appropriate landowner/manager. The contractor will be required to coordinate with the landowner/manager to identify appropriate campsite locations, and to agree upon camping stipulations (e.g. access, managing human waste, fire restrictions, etc.).

See the Google Earth KMZ file “Plunge Trace w Access Information Only” attached to the Invitation to Bid for the approved access roads that can be used during construction.

Compensation for Changes and Force Account Work.

Partial payment for mobilization will be made once each month as work progresses. These partial payments will be made as follows:

(1) When 5% of the original Contract amount is earned, 25% of the amount bid for this item will be paid.
(2) When 10% of the original Contract amount is earned, 50% of the amount bid for this item will be paid.
(3) When 25% of the original Contract amount is earned, 60% of the amount bid for this item will be paid.
(4) When 50% of the original Contract amount is earned, 100% of the amount bid for this item will be paid.

For the purpose of this Specification, the term “original Contract amount” as used above, shall mean the amount bid for the construction items on this Contract, not including the amounts bid for Mobilization.

Payment will be made under the following pay item:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
Compensation for Changes and Force Account Work.

Mesa County's estimate for force account items shall be included in the Contract and in the Proposal. Force Account work shall be performed as directed by the County. Force Account work may only be performed after a Field Order has been signed and executed.

Payment will constitute full compensation for all work necessary to complete the item.

Payment will be made under the following pay item:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Force Account</td>
<td>Estimated Amount $ 85,000</td>
</tr>
</tbody>
</table>
MOUNTAIN BIKE TRAIL CONSTRUCTION
(MACHINE OR HAND DUG)

Requirements.

Design and construction of the trail shall be in accordance with the plans, these specifications, and Chapter 2.2.2 of the Environmental Assessment for the Palisade Plunge Trail (DOI-BLM-CO-S080-2017-0030-EA) dated June 2018. Design and construction shall use best management practices (BMPs) described in the U.S. Forest Service Trail Construction and Maintenance Notebook (FS 2007), GJFO Trail Design Criteria (BLM 2004), and the Guidelines for a Quality Trail Experience (IMBA/BLM2017).

See attached “Construction Planning Worksheet” for a perspective of the ground conditions and expected construction methods and difficulty for sections of the route. Note that mileage shown is approximate and the information provided does not show exact conditions to be expected.

Method Measurement and Basis of Payment

Mountain Bike Trail will be paid for by the Mileposts as shown on the plans. Length of actual trail constructed between Mileposts will not be measured.

The accepted quantity will be paid for at the contract unit price for the pay item listed below that appear in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mountain Bike Trail Construction</td>
<td>Milepost</td>
</tr>
</tbody>
</table>

Payment for Mountain Bike Trail Construction will be full compensation for all work and materials required to complete the item, including engineering, survey, construction and restoration of disturbed areas.
<table>
<thead>
<tr>
<th>Mile</th>
<th>Construction Access / Route</th>
<th>Grade</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.75</td>
<td>Moderate Whitewater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Shallow Stream Crossing</td>
<td>Moderate</td>
<td></td>
</tr>
<tr>
<td>16.95</td>
<td>Hand or Machine</td>
<td>Easy</td>
<td></td>
</tr>
<tr>
<td>17.3</td>
<td>Hand or Machine</td>
<td>Easy</td>
<td></td>
</tr>
<tr>
<td>17.5</td>
<td>Hand or Machine</td>
<td>Moderate</td>
<td></td>
</tr>
<tr>
<td>18.23</td>
<td>Hand or Machine</td>
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<td></td>
</tr>
<tr>
<td>18.8</td>
<td>Hand or Machine</td>
<td>Difficult</td>
<td></td>
</tr>
<tr>
<td>19.3</td>
<td>Hand or Machine</td>
<td>Difficult</td>
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<tr>
<td>19.38</td>
<td>Hand or Machine</td>
<td>Difficult</td>
<td></td>
</tr>
<tr>
<td>19.38</td>
<td>Shallow Stream Crossing</td>
<td>Moderate</td>
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<tr>
<td>19.78</td>
<td>Hand or Machine</td>
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<tr>
<td>20.5</td>
<td>Hand or Machine</td>
<td>Moderate</td>
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<tr>
<td>20.5</td>
<td>Hand or Machine</td>
<td>Moderate</td>
<td></td>
</tr>
</tbody>
</table>

Construction access note: No vehicle access between here and the access road on City of GJ property (5.75 miles). This segment traverses a remote area with dense vegetation (oak brush, mtn. mahogany, etc.) covering much of this segment. Average tread grade over the entire segment is 3.9 percent.

On existing Whitewater Basin Trail

Reconstruction of existing switchback section

On existing Whitewater Basin Trail, needs upgrades

Whitewater Creek crossing

On existing Whitewater Basin Trail, needs upgrades. Leaves existing trail at 16.95

Route uses some existing game trails on approach to and around Cliff Lake

Trail skirts south side of Cliff Lake

This section crosses an old fire scar, so vegetation is less dense but there is some deadfall from the fire. Forest-BLM boundary at 18.23

West edge of fire scar at 18.35. Pinyon-Juniper woodland.

Vegetation becomes much denser - lots of corridor work - mostly oak brush and mountain mahogany. Alignment crosses dilapidated barbed wire fence (mostly laying on the ground) at MP 19.2 and 19.25.

Route crosses onto City of Grand Junction property. Dense vegetation.

Route crosses upper Sink Creek - very small creek.

Mixed oak brush and P-J. This section is on City of Grand Junction property except from MP 19.45 to 19.48 where it crosses a corner of BLM. Route crosses dilapidated barbed wire fence at MP 19.7. Route intersects Trans Colorado Pipeline (gas) at MP 19.78.

Mostly P-J, with dense oak brush from MP 20.3 to 20.42. Route enters BLM at MP 19.86. Route is within Trans Colorado Pipeline from MP 20.42 to MP 20.5. Route enters City of GJ property at MP 20.47. A cattle guard and fencing/barriers will be needed here to keep motorized traffic off of the route.

Motorized access is available at this point via BLM route O952 (designated ATV only, but administrative access available for full size vehicles.) Access will also require permission from the City of GJ - there is a locked gate at the City boundary.

Includes portion of steeper grade, unique area.
<table>
<thead>
<tr>
<th>Mile Mark</th>
<th>Campsite</th>
<th>Type</th>
<th>Scenery</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.5</td>
<td>21.92</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>21.92</td>
<td>22.03</td>
<td>Easy</td>
<td>Route uses existing road - no construction necessary.</td>
</tr>
<tr>
<td>22.03</td>
<td>22.7</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>22.7</td>
<td>22.78</td>
<td>Easy</td>
<td>Wire fence crossing at MP 22.35. Route enters Town of Palisade property at MP 22.57.</td>
</tr>
<tr>
<td>22.78</td>
<td>23.26</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>23.26</td>
<td>23.27</td>
<td>Complex Rock work</td>
<td>Difficult</td>
</tr>
<tr>
<td>23.27</td>
<td>23.46</td>
<td>Hand-built only</td>
<td>Moderate</td>
</tr>
<tr>
<td>23.46</td>
<td>23.9</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>23.9</td>
<td>24.02</td>
<td>Easy</td>
<td>Pinch point where route drops through a sandstone rock band. Work will require moving and/or breaking large rocks, and constructing tread surface through rock slot and onto a steep natural sandstone exit ramp.</td>
</tr>
<tr>
<td>24.02</td>
<td>24.3</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>24.3</td>
<td>24.53</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>24.57</td>
<td>25.05</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>25.05</td>
<td>25.67</td>
<td>Hand-built only</td>
<td>Easy</td>
</tr>
<tr>
<td>25.67</td>
<td>26.18</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>26.18</td>
<td>26.37</td>
<td>Hand-built only</td>
<td>Easy</td>
</tr>
<tr>
<td>26.37</td>
<td>26.7</td>
<td>Hand-built only</td>
<td>Moderate</td>
</tr>
<tr>
<td>26.7</td>
<td>26.71</td>
<td>Complex Rock work</td>
<td>Difficult</td>
</tr>
<tr>
<td>26.71</td>
<td>27.21</td>
<td>Hand-built only</td>
<td>Difficult</td>
</tr>
<tr>
<td>27.21</td>
<td>27.21</td>
<td>Complex Rock work</td>
<td>Difficult</td>
</tr>
<tr>
<td>27.21</td>
<td>27.31</td>
<td>Hand-built only</td>
<td>Difficult</td>
</tr>
<tr>
<td>27.31</td>
<td></td>
<td>Difficult</td>
<td>Steep cross-slope. Rock window viewpoint at apex of switchback at MP 27.23</td>
</tr>
<tr>
<td>Mileage</td>
<td>Details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.31</td>
<td>Complex Rock work Difficult</td>
<td>Off-camber slickrock, steep cross-slope. Bench may need to be cut into slickrock.</td>
<td></td>
</tr>
<tr>
<td>27.31</td>
<td>Hand-built only Difficult</td>
<td>Steep cross-slope</td>
<td></td>
</tr>
<tr>
<td>27.48</td>
<td>Hand-built only Easy</td>
<td>Route is on wide gravelly ridgetop. Little construction needed.</td>
<td></td>
</tr>
<tr>
<td>28.58</td>
<td>Hand-built only Difficult</td>
<td>Steep cross-slope, high exposure, loose soils. Bench will need to be wider here for rider comfort (exposure), and to accommodate natural soil sluffing onto tread.</td>
<td></td>
</tr>
<tr>
<td>28.16</td>
<td>Complex Rock work Difficult</td>
<td>Pinch point. Route passes through cliff band across steep off-camber slickrock. Small natural bench crosses the rock layer at a diagonal, and is used as a game trail. This section could be rollable as is, but probably needs some bench and/or step cuts into the sandstone to accommodate hike-a-bike opportunity.</td>
<td></td>
</tr>
<tr>
<td>28.17</td>
<td>Hand or Machine Difficult</td>
<td>Steep cross-slope, loose soils</td>
<td></td>
</tr>
<tr>
<td>28.89</td>
<td>Hand or Machine Moderate</td>
<td>Cross-slope moderates, and crosses some small benches, but is still quite steep in places</td>
<td></td>
</tr>
<tr>
<td>30.24</td>
<td>Easy</td>
<td>Route uses existing road. No construction necessary</td>
<td></td>
</tr>
<tr>
<td>30.27</td>
<td>Hand or Machine Moderate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30.42</td>
<td>Hand or Machine Moderate</td>
<td>Route follows a narrow wash with several sections of slickrock base. Several large trees and shrubs need to be cleared.</td>
<td></td>
</tr>
<tr>
<td>30.46</td>
<td>Hand or Machine Moderate</td>
<td>Intersection with southern Palisade Rim connector trail.</td>
<td></td>
</tr>
<tr>
<td>30.5</td>
<td>Easy</td>
<td>Intersection with southern Palisade Rim connector trail.</td>
<td></td>
</tr>
<tr>
<td>30.5</td>
<td>Hand or Machine Moderate</td>
<td>Route in wash that is mostly slickrock. No construction needed.</td>
<td></td>
</tr>
<tr>
<td>30.68</td>
<td>Hand or Machine Moderate</td>
<td>Route meanders in and out of canyon bottom. Heavy brush.</td>
<td></td>
</tr>
<tr>
<td>30.73</td>
<td>Hand or Machine Difficult</td>
<td>Very steep, rocky and unstable section that bypasses a section of canyon bottom blocked by large boulders. A significant amount of earth moving and stabilization will be needed here.</td>
<td></td>
</tr>
<tr>
<td>30.75</td>
<td>Hand or Machine Easy</td>
<td>Route in wash.</td>
<td></td>
</tr>
<tr>
<td>30.96</td>
<td>Hand or Machine Difficult</td>
<td>Route exits wash to bypass rock-choked canyon bottom and large pour-off/box canyon. Route crosses several very steep and unstable cross-slopes.</td>
<td></td>
</tr>
<tr>
<td>31.08</td>
<td>Hand or Machine Difficult</td>
<td>Intersection with northern Palisade Rim connector trail.</td>
<td></td>
</tr>
<tr>
<td>31.14</td>
<td>Hand or Machine Moderate</td>
<td>Route descends back into canyon bottom. Steep and loose cross-slope.</td>
<td></td>
</tr>
<tr>
<td>31.14</td>
<td>Hand-built only Easy</td>
<td>Route drops down two steep, but rollable slickrock plunges (6-8 foot drops) with walk-around options. No construction needed.</td>
<td></td>
</tr>
<tr>
<td>31.14</td>
<td>Hand or Machine Moderate</td>
<td>Route in canyon bottom</td>
<td></td>
</tr>
<tr>
<td>Milepost</td>
<td>Length</td>
<td>Type</td>
<td>Difficulty</td>
</tr>
<tr>
<td>----------</td>
<td>--------</td>
<td>-----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>31.14</td>
<td>0.31</td>
<td>Complex Rock work</td>
<td>Difficult</td>
</tr>
<tr>
<td>31.15</td>
<td>0.31</td>
<td>Hand or Machine</td>
<td>Moderate</td>
</tr>
<tr>
<td>31.19</td>
<td>0.31</td>
<td>Complex Rock work</td>
<td>Difficult</td>
</tr>
<tr>
<td>31.2</td>
<td>0.31</td>
<td>Hand-built only</td>
<td>Moderate</td>
</tr>
<tr>
<td>31.58</td>
<td>0.31</td>
<td>Easy</td>
<td>Easy</td>
</tr>
</tbody>
</table>
CATTLEGUARD

Requirements.

Construction of the cattle guards shall be in accordance with the details shown on the plans and these specifications.

Contractor shall submit shop drawings for approval prior to fabrication and installation.

Cattle guards shall be bolted to at least 2-inch by 6-inch treated timbers at both ends. Timbers shall be buried below trail grade.

Method Measurement and Basis of Payment

Cattleguards will be measured by the actual number installed and accepted.

The accepted quantity will be paid for at the contract unit price for the pay item listed below that appear in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cattleguard</td>
<td>Each</td>
</tr>
</tbody>
</table>

Payment for Cattleguard will be full compensation for all work and materials required to furnish and install the item, including buried timbers for anchorage, and posts and wire to tie into existing fence.
STREAM CROSSING

Requirements.

Design and construction of the stream crossing shall be in accordance with the plans, these specifications. Design and construction shall use best management practices (BMPs) described in the U.S. Forest Service Trail Construction and Maintenance Notebook (FS 2007), GJFO Trail Design Criteria (BLM 2004), and the Guidelines For A Quality Trail Experience (IMBA/BLM2017).

Method Measurement and Basis of Payment

Stream Crossing will be measured by the actual number installed and accepted.

The accepted quantity will be paid for at the contract unit price for the pay item listed below that appear in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stream Crossing</td>
<td>Each</td>
</tr>
</tbody>
</table>

Payment for Stream Crossing will be full compensation for all work and materials required to furnish and install the item, including geotextile materials.
TRAIL SIGN

Requirements.

Construction of the trail signs shall be in accordance with the details shown on the plans and these specifications.

Contractor shall submit shop drawings of signs for approval prior to fabrication and installation.

Method Measurement and Basis of Payment

Trail Signs will be measured by the actual number installed and accepted.

The accepted quantity will be paid for at the contract unit price for the pay item listed below that appear in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trail Signs</td>
<td>Each</td>
</tr>
</tbody>
</table>

Payment for Trail Signs will be full compensation for all work and materials required to furnish and install the item, including sign, post, bracket and all hardware.
FENCING

Requirements.

Construction of the fencing shall be in accordance with the details shown on the plans and these specifications.

The Contractor shall perform such clearing and grubbing as may be necessary to construct the fence to the required grade and alignment.

Method Measurement and Basis of Payment

Fencing will be measured by the lineal foot installed and accepted. Measurement will be along with base of the fence from outside to outside of end posts for each continuous run of fence.

The accepted quantity will be paid for at the contract unit price for the pay item listed below that appear in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fencing</td>
<td>Lineal Fence</td>
</tr>
</tbody>
</table>

Payment for fencing will be full compensation for all work and materials required to furnish and install the item, including all wood, wire, hardware, concrete, excavation and backfill, and all other incidentals to the erection of the fence.
**STATE OF COLORADO GRANT AGREEMENT**

### COVER PAGE

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Agreement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Natural Resources</td>
<td>CMS Number: 126959</td>
</tr>
<tr>
<td>Colorado Parks and Wildlife</td>
<td>Encumbrance Number: CTGG1 PMAA 2019*3014</td>
</tr>
<tr>
<td>1313 Sherman Street</td>
<td></td>
</tr>
<tr>
<td>Denver, Colorado 80203</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Agreement Performance Beginning Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesa County</td>
<td>On the Effective Date</td>
</tr>
<tr>
<td>544 Rood Avenue</td>
<td></td>
</tr>
<tr>
<td>PO Box 20000</td>
<td>Initial Agreement Expiration Date</td>
</tr>
<tr>
<td>Grand Junction, CO 81502-5010</td>
<td>June 30, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement Maximum Amount</th>
<th>Agreement Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entire Contract term for all applicable fiscal years: 5527,000.00</td>
<td>Authority to enter into this Contract exists in in C.R.S. 33-10-107(1)(e).</td>
</tr>
</tbody>
</table>

**Agreement Purpose**
The purpose of this Agreement is to complete the Palisade Plunge single track trail. This Agreement is exempt from the procurement code under 24-101-105(1)(I)(5) and Procurement Rule R-101-105-01.

**Exhibits and Order of Precedence**
The following Exhibits and attachments are included with this Agreement:
1. Exhibit A, Statement of Work
2. Exhibit B, Budget

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
1. Colorado Special Provisions in §18 of the main body of this Agreement
2. The provisions of the other sections of the main body of this Agreement
3. Exhibit A, Statement of Work
4. Exhibit B, Budget

**Principal Representatives**
For the State:
- Pam O'Malley
- Colorado Parks and Wildlife
- 13787 South Hwy 85 N.
- Littleton, CO 80125
- 303-791-4124
- pam.omalley@state.co.us

For Grantee:
- Peter Baier
- Mesa County
- PO Box 20,000
- Grand Junction, CO 81502
- 970-244-1689
- peter.baier@mesacounty.us

- Connie Hahn
- Mesa County
- 970-244-1812
- connie.hahn@mesacounty.us
SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>STATE OF COLORADO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesa County</td>
<td>Jared Polis, Governor</td>
</tr>
<tr>
<td></td>
<td>Colorado Department of Natural</td>
</tr>
<tr>
<td></td>
<td>Resources</td>
</tr>
<tr>
<td></td>
<td>Dan Gibbs, Executive Director</td>
</tr>
<tr>
<td></td>
<td>Colorado Parks and Wildlife</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>State Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rose Pugliese</td>
<td>Margaret Taylor-Veatch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner, Chair</td>
<td></td>
</tr>
</tbody>
</table>

*Signature
Date: Jan 28, 2019

2nd State or Grantee Signature if Needed

<table>
<thead>
<tr>
<th>By:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Signature
Date: 2/1/19

LEGAL REVIEW
Phil Weiser, Attorney General

<table>
<thead>
<tr>
<th>By:</th>
<th>Assistant Attorney General</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

<table>
<thead>
<tr>
<th>STATE CONTROLLER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Jaros, CPA, MBA, JD</td>
<td></td>
</tr>
</tbody>
</table>

By: Maggie Van Cleef
Title: Purchasing Director

CO Department of Natural Resources

*Signature

Effective Date: 3/13/2019
TABLE OF CONTENTS

COVER PAGE ................................................................. 1
SIGNATURE PAGE .......................................................... 2
1. PARTIES ..................................................................... 3
2. TERM AND EFFECTIVE DATE ........................................... 3
3. DEFINITIONS ............................................................... 4
4. STATEMENT OF WORK .................................................. 6
5. PAYMENTS TO GRANTEE ............................................... 6
6. REPORTING - NOTIFICATION .......................................... 8
7. GRANTEE RECORDS ..................................................... 9
8. CONFIDENTIAL INFORMATION-STATE RECORDS ............ 10
9. CONFLICTS OF INTEREST ............................................. 11
10. INSURANCE .............................................................. 11
11. BREACH OF AGREEMENT ............................................. 13
12. REMEDIES ................................................................ 13
13. DISPUTE RESOLUTION ................................................ 15
14. NOTICES AND REPRESENTATIVES ......................... 15
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .... 16
16. STATEWIDE CONTRACT MANAGEMENT SYSTEM .......... 17
17. GENERAL PROVISIONS ............................................... 17
18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1) .... 20

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months.
(an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

D. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under
§24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. “Budget” means the budget for the Work described in Exhibit B.

D. “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

E. “CORA” means the Colorado Open Records Act, §§24-72-200.1, et. seq., C.R.S.

F. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

G. “End of Term Extension” means the time period defined in §2.C.

H. “Exhibits” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

I. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

J. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

K. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

L. “Initial Term” means the time period defined in §2.B.

M. “Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.

N. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.

O. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as health or medical information. PII includes, but is not limited to, all information defined as personally

P. “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Q. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed
confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

R. “State Fiscal Rules” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

S. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

T. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

U. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.

V. “Work” means the Goods delivered and Services performed pursuant to this Agreement.

W. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

   a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If funds from any other non-State funds constitute all or some of the Grant Funds, the State’s obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Grant Funds. If State or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.D.

C. Matching Funds.
Grantee shall provide Matching Funds as provided in Exhibit A and Exhibit B. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A and Exhibit B has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A, Exhibit B, and §7 for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursable. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document.
relates to this Agreement or may affect Grantee’s ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified in §14.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant Award. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.
D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee’s reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the
Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation
Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

E. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

F. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

G. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.
I. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee’s subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee’s execution of the subcontract. No later than 15 days before the expiration date of Grantee’s or any Subcontractor’s coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State’s Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee’s uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract’s terms. At the request of the State, Grantee shall assign to the State all of Grantee’s rights, title, and interest in and to such terminated orders or
subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State’s request, Grantee shall return materials owned by the State in Grantee’s possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State’s request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.D.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee’s performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State’s directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal
Demand immediate removal of any of Grantee’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-109-106, and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the
Party has been provided with an alternate email contact, the Party delivering the notice shall
deliver the notice by hand with receipt required or by certified or registered mail to such Party’s
principal representative at the address set forth on the Cover Page for this Agreement. Either
Party may change its principal representative or principal representative contact information, or
may designate specific other individuals to receive certain types of notices in addition to or in
lieu of a principal representative, by notice submitted in accordance with this section without a
formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall
be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not
be considered works made for hire under applicable law, Grantee hereby assigns to
the State, the entire right, title, and interest in and to copyrights in all Work Product
and all works based upon, derived from, or incorporating the Work Product; all
copyright applications, registrations, extensions, or renewals relating to all Work
Product and all works based upon, derived from, or incorporating the Work Product;
and all moral rights or similar rights with respect to the Work Product throughout the
world. To the extent that Grantee cannot make any of the assignments required by this
section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free
license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and
create derivative works of the Work Product and all works based upon, derived from,
or incorporating the Work Product by all means and methods and in any format now
known or invented in the future. The State may assign and license its rights under this
license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed
by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free,
irrevocable patent license to make, have made, use, distribute, sell, offer for sale,import, transfer, and otherwise utilize, operate, modify and propagate the contents of
the Work Product. Such license applies only to those patent claims licensable by
Grantee that are necessarily infringed by the Work Product alone, or by the
combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall
execute applications, assignments, and other documents, and shall render all other
reasonable assistance requested by the State, to enable the State to secure patents,
copyrights, licenses and other intellectual property rights related to the Work Product.
The Parties intend the Work Product to be works made for hire. Grantee assigns to the
State and its successors and assigns, the entire right, title, and interest in and to all
causes of action, either in law or in equity, for past, present, or future infringement of
intellectual property rights related to the Work Product and all works based on,
derived from, or incorporating the Work Product.

B. Exclusive Property of the State
Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect
Except as otherwise provided in §17.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee’s or a
Subcontractor’s website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described in §17.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the professional standards of care, skill and diligence in Grantee’s industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.
Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI,
Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, et seq. C.R.S. 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, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor’s liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201
and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or
beneficial interest whatsoever in the service or property described in this Contract.
Contractor has no interest and shall not acquire any interest, direct or indirect, that would
conflict in any manner or degree with the performance of Contractor’s services and
Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-
202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S.,
the State Controller may withhold payment under the State’s vendor offset intercept system
for debts owed to State agencies for: (i) unpaid child support debts or child support
arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-
21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the
Department of Higher Education; (iv) amounts required to be paid to the Unemployment
Compensation Fund; and (v) other unpaid debts owing to the State as a result of final
agency determination or judicial action. The State may also recover, at the State’s
discretion, payments made to Contractor in error for any reason, including, but not limited
to, overpayments or improper payments, and unexpended or excess funds received by
Contractor by deduction from subsequent payments under this Contract, deduction from
any payment due under any other contracts, grants or agreements between the State and
Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[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] Contractor certifies, warrants, and agrees that it does not knowingly employ or
contract with an illegal alien who will perform work under this Contract and will confirm
the employment eligibility of all employees who are newly hired for employment in the
United States to perform work under this Contract, through participation in the E-Verify
Program or the State verification program established pursuant to §8-17.5-102(5)(c),
C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform
work under this Contract or enter into a contract with a Subcontractor that fails to certify to
Contractor that the Subcontractor shall not knowingly employ or contract with an illegal
alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or
the program procedures of the Colorado Department of Labor and Employment
(“Department Program”) to undertake pre-employment screening of job applicants while
this Contract is being performed, (ii) shall notify the Subcontractor and the contracting
State agency or institution of higher education within 3 days if Contractor has actual
knowledge that a Subcontractor is employing or contracting with an illegal alien for work
under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop
employing or contracting with the illegal alien within 3 days of receiving the notice, and
(iv) shall comply with reasonable requests made in the course of an investigation,
undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and
Employment. If Contractor participates in the Department program, Contractor shall deliver
to the contracting State agency, Institution of Higher Education or political subdivision, a
written, notarized affirmation, affirming that Contractor has examined the legal work status
of such employee, and shall comply with all of the other requirements of the Department
program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-
101, et seq., C.R.S., the contracting State agency, institution of higher education or political
subdivision may terminate this Contract for breach and, if so terminated, Contractor shall
be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.
Contractor, if a natural person eighteen (18) years of age or older, hereby swears and
affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present
in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-
76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-
76.5-103, C.R.S. prior to the Effective Date of this Contract.
EXHIBIT A

Project Description: The Palisade Plunge

WHO?

The Palisade Plunge Trail (Plunge) is a community effort of the Grand Valley. The work will be completed by Mesa County with support from the Town of Palisade, City of Grand Junction, Colorado Plateau Mountain Bike Trail Association, Powderhorn Mountain Resort and Western Colorado Conservation Corps.

This project integrates the youth corps (Western Colorado Conservation Corps), as an employment and educational experience for a diverse population of youth ranging in age from 16-25. Corps Members are given the opportunity to learn life skills and provide service to their community, as well as take on civic and environmental responsibilities designed to enrich their lives and their surroundings. The Western Colorado Conservation Corps is committed to spend four weeks working on constructing, and/or maintaining the Palisade Plunge Trail. The actual cost of this effort is $30,400.00, with a $2,400 in-kind service for this grant. (Please see attached letter of support for details).

The project will be managed and overseen by the Mesa County Public Works Department. The above organizations formed a team to successfully complete the planning phase of this project, obtain National Environmental Policy Act approval of the trail system, land owner approval, and now to initiate the construction of this one of a kind trail. The mission of the members of the Palisade Plunge is: connecting people of varying levels in abilities and ages, to the scenic beauty of the Grand Mesa and the Grand Valley with this unique trail system.

WHAT?

The complete Palisade Plunge is a 33.8 mile long, destination single track trail, open to non-motorized uses including bikers, hikers and equestrians. The approved route descends from approximately 10,700 feet to approximately 4,700 feet, providing 6,000 feet of vertical relief. The trail connects existing alpine elevation trail networks, including connections to Powderhorn Mountain Resort. The resort provides chair-lift access to trail routes, extending trail use to beginner & intermediate recreational enthusiasts, youth, and family user groups.

The trail ends at the valley floor in Palisade, connecting the urban environment and business services to the great outdoors. The final 2.1 miles of the route will utilize portions of N. River Rd, where the County will expand shoulder width to improve rider safety, among other benefits. The Phase one effort identified for this application will create 13.5 mi of single track trail, plus rework of existing paved path near the intersection of N. River Rd and US Highway 6. Single track trail construction would follow best practices according to International Mountain Biking Association, US Forest Service, and US Bureau of Land Management standards and be between 18” and 24” wide in most places.

Route signage has been mapped and will follow Bureau of Land Management and US Forest Service sign standards. Attached to this grant is the map and signage.
needs at each designated area. The sign locations are for information, safety, and access control. Fencing will be installed in three key locations to limit user access from private property and biological resources. Additionally, a maintenance plan is created, forming a working agreement among partners and a funding model to provide support for ongoing trail maintenance needs.

WHERE?

The overall Plunge route utilizes land either owned or managed by five property owners: US Forest Service, Bureau of Land Management, Grand Junction, Mesa County and Town of Palisade. The start of the Plunge is the existing Mesa Top Trailhead, located near the County Line trail system in US Forest Service managed public lands. The Palisade Plunge utilizes part of the Mesa Top Trail, which connects to the Flowing Park Trail, Deep Creek Trail, and other Forest Service trails in the area which can be utilized to create multiple long distance trail routes.

Connections also exist along the top of the Grand Mesa via Deep Creek and the West Bench trails to Powderhorn Mountain Resort. The Phase 1 portion of the project covered under this application exists primarily on Bureau of Land Management administered lands, beginning at the USFS/BLM boundary at MP 18.23, and includes use of small portions of City of Grand Junction and Town of Palisade owned property, crosses a single private property easement, a Bureau of Reclamation administered segment and CDOT ROW at MP 31.58 until the completion of dirt path at MP 31.72.

In addition, the end of the trail in the Town of Palisade offers nearby trail connection opportunities to: the Riverfront Trail (also a 16 in 2016 selection), the Fruit and Wine Byway, and a future trail along the Colorado River to the Cameo Sport Shooting Complex and the eastern end of the James Robb Colorado River State Park.

DEFINITIONS?

BLM: Bureau of Land Management
BOR: Bureau of Reclamation
CDOT: Colorado Department of Transportation
CMU: Colorado Mesa University
COPMOBA: Colorado Plateau Mountain Bike Trail Association, Inc.
CPW: Colorado Parks and Wildlife
NEPA: National Environmental Policy Act
PLUNGE: The Palisade Plunge Trail
USFS: United States Forest Service
EXHIBIT A

TIMELINE

Provide a timeline estimate using the following form. Remember that the project is to be completed within two and a half years of the award date. Any proposed changes, including extensions or modifications in the project timeline, must be requested in writing and approved in advance by the State Trails Program.

PRELIMINARY TIMELINE ESTIMATE

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Exhibit A, Page 3 of 4
Performance Monitoring

Project Name: Palisade Plunge Phase 1
Project Sponsor: Mesa County

A.) Performance Measures and Standards
   • Create 13.5 miles of single track trail and rework the existing paved path near N. River Rd. and US Hwy 6 to connect existing trail networks to the Powderhorn Mountain Resort.

B.) Accountability
   • When the grantee submits a partial payment they will sign off on the invoice form certifying that “the billing reflects only those items which conform and are consistent with the performance measures and standards of the project agreement.”
   • If the items requested for reimbursement are not consistent with the performance measures and standards, then payments may be withheld.
   • If items submitted to clear an advance payment are not consistent with the performance measures and standards, then a refund of the advanced monies will be requested.

C.) Monitoring Requirements
   • Grantee will submit an annual status report through the duration of the agreement that is due at the end of the calendar year.
   • A final inspection will be conducted prior to the final payment being processed.
   • If necessary, a Certificate of Project Completeness form will be used as the Final Inspection of the project. The form will need to be signed prior to the final payment being processed.

D.) Noncompliance Resolution
   • If a conflict arises during the life of the project agreement, the steps listed below will be taken. If a conflict cannot be resolved the issue will move through the levels until a resolution has been reached.

   1. Grantee will work with the Trails Program Assistant assigned to managing the project.
   2. If the issue cannot be resolved it will be brought to the Trails Program Manager to try and reach a resolution.
   3. If there is still a problem the issue will be brought to the Director of Colorado Parks and Wildlife.
   4. The Colorado Parks and Wildlife commission will be brought in to make a final decision on any conflict if the issue could not be solved in the first three steps.

Exhibit A, Page 4 of 4
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<td>Total</td>
<td></td>
<td>1 $5,000.00</td>
<td>5,000.00</td>
<td>0.25</td>
<td>12,500.00</td>
<td>0</td>
</tr>
</tbody>
</table>

**IN-KIND SUBTOTAL**

<table>
<thead>
<tr>
<th>Category 1 - Contracted Services</th>
<th>Quantity/ Cost per Unit</th>
<th>Cost</th>
<th>Total</th>
<th>Cost</th>
<th>Total Funding</th>
<th>Balance (should be 0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1 $527,848.00</td>
<td>527,000.00</td>
<td>527,000.00</td>
<td>138,249.08</td>
<td>665,249.08</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST 30% REQUIRED MATCH**

<table>
<thead>
<tr>
<th>Category 1 - Contracted Services</th>
<th>Quantity/ Cost per Unit</th>
<th>Cost</th>
<th>Total</th>
<th>Cost</th>
<th>Total Funding</th>
<th>Balance (should be 0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
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<td>35,000.00</td>
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<td>36,000.00</td>
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</tbody>
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**IN-KIND SUBTOTAL**

<table>
<thead>
<tr>
<th>Category 1 - Contracted Services</th>
<th>Quantity/ Cost per Unit</th>
<th>Cost</th>
<th>Total</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Total</td>
<td>1 $527,000.00</td>
<td>527,000.00</td>
<td>527,000.00</td>
<td>138,249.08</td>
<td>665,249.08</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COST 30% REQUIRED MATCH**