# CONTRACT DOCUMENTS

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ADVERTISMENT FOR BIDS

The County of Mesa, Colorado, will receive sealed bids for the Palisade Plunge Phase II Project (IFB-20-03146-0302) at the Mesa County Public Works Department, 200 South Spruce, Grand Junction, Colorado, until 10:00 A.M., February 13, 2020. 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., February 13, 2020.

The pertinent features of this project is the construction of 14.75 miles of a single track mountain bike trail from the Mesa Top Trailhead to the 3rd trail crossing of Lands End Road. This portion of trail will require the construction of a MSE wall at the Otto Trail portion of the Palisade Plunge trail. There will also be some signage, stream crossings, fence, and gate installation elements to the job. Some of the trail does traverse remote and rough terrain with a wide variation of foliage, grades, surface, and soil conditions with substantial exposure.

This IFB is available starting January 27, 2020, 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.

A non-mandatory pre-bid Conference will be held at 2:00 P.M. on February 4, 2020 in the Multi Purpose Room A at the Mesa County Central Service Building located at 200 South Spruce, Grand Junction, CO 81502. Enter the building by the West Door which is marked: Elections. Turn left and go down the hall to the Multi Purpose Room.

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 January 26th and 29th, 2020
Palisade Plunge Phase II 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 II project includes the trail construction from MP 0.00 (Mesa Top Trailhead) to MP 14.75 (Lands End Road crossing). This 14.75 miles of trail traverses remote and rough terrain, with a wide variation of foliage, surface and soil types, grade, and substantial exposure. Included with this route are sections requiring the creation of substantial rock work features including a Mechanically Stabilized Earthen (MSE) retaining wall along the Otto Trail portion of the Palisade Plunge bike trail. Additional construction elements completed by resources outside of this bid package will include; the construction of the Shirrtail Point parking lot and restroom facility, the expansion of the Palisade Rim Trail parking lot and new restroom facility, and the installation of the gate at the top of the Grand Mesa on Lands End Road.

Please note the various elements presented in the package information, including the construction timing limitations for wildlife, can be found on page 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 the U.S. Forest Service (FS) and Mesa County staff and resources throughout the project to meet the requirements of both the EA, the stated Trail Management Objectives (TMO included in the support documentation), and the contracting agency (Mesa County).

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

The broader goal for the Phase II project is to complete the bike trail from the Mesa Top Trailhead (MP 0.00) to the Lands End Road crossing (MP 14.75) for a complete Palisade Plunge bike trail from the top of the Grand Mesa to downtown Palisade.
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., February 13, 2020. BIDS will be opened and read publicly at 10:00 A.M., February 13, 2020 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.

2.2 A non-mandatory pre-bid Conference will be held at 2:00 P.M. on February 4, 2020 in the Multi Purpose Room A at the Mesa County Central Service Building located at 200 South Spruce, Grand Junction, CO 81502. Enter the building by the West Door which is marked: Elections. Turn left and go down the hall to the Multi Purpose 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 5:00 P.M. February 5, 2020 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 5:00 P.M. February 5, 2020 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 BIDDERS 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.

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-20-03146
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 BIDDER's 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 works 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 II – IFB-20-03146

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 II, IFB-20-03146, 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 Trail - Phase 2

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total price</th>
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<tr>
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<td>Mobilization</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
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</tr>
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<td>2</td>
<td>WCCC Crew Usage</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
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<tr>
<td>3</td>
<td>Clearing (incl. tree removal)</td>
<td>Lump Sum</td>
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</tr>
<tr>
<td>4</td>
<td>Mountain Bike Trail Construction (Machine or Hand Dig)</td>
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<td>Rock Facing</td>
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<td>6</td>
<td>MSE Backfill</td>
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<tr>
<td>7</td>
<td>Epoxy Rock Anchor</td>
<td>Each</td>
<td>100</td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>Fence Crossing</td>
<td>Each</td>
<td>3</td>
<td></td>
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<tr>
<td>9</td>
<td>Constructed Ford Rock Structure</td>
<td>Each</td>
<td>20</td>
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<tr>
<td>10</td>
<td>Geotextile Fabric (Non-woven)</td>
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<td>100</td>
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<td>11</td>
<td>Road Sign Panel (Class 1)</td>
<td>SF</td>
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<td>Trail Sign (Type 2)(2-panel kiosk)</td>
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<tr>
<td>14</td>
<td>Trail Sign (Type 3)(3-panel kiosk)</td>
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<td>15</td>
<td>Trail Sign (Type 6)(Tilt-panel)</td>
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<td>Description</td>
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<td>Quantity</td>
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<td>Trail Sign (Type 10)</td>
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</tr>
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</table>

**TOTAL FOR BASE BID**
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
thereof 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 970-255-7071 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
   ______________________________________________________________________________
Corporate Seal:

**ATTEST:**

Title:

Business Address of Bidder

____________________________________

____________________________________

_____________ __________________________

____________________________________

____________________________________
NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

Bidder is required to submit

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. Please provide the following information pertaining to contractor background:
Documented experience with prior projects of similar scope and 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 rockwork 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.

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

13. Give bank references:

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

16. 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 __________________________) ss.

County of __________________________) ss.

Being duly sworn deposes and says that he/she is __________________________) 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: __________________________
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
PALISADE PLUNGE PHASE I

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, 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           Instruction to Bidders
Bids                             Statement of Bidders Qualifications
Performance, Payment and Maintenance Bond
Notification of Immigration Compliance
Agreement                        Notice of Award
Notice to Proceed                Field Order
Change Order                    Application for Payment
Certificate of Substantial Completion
Project Special Provisions      Mesa County Special Conditions
Agreement with GOCO
Plans and Drawings (Bearing the same Project name)
Addenda (If Any)                 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 2020.

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 thereafter 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.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined as defined in section 109.04 of the Mesa County Special Provisions, and section 105.03 of the CDOT Revised Standard Special Provisions and CDOT Standard Specifications for Road and Bridge Construction contained and/or referenced herein.

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 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, 41USC 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 an 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: ______________________________
    Scott McInnis, Chair                                      County Clerk
    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:

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


These changes result in the following adjustment of Contract Price and Contract Time:

**Contract Price:**

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<tr>
<th>Prior to Change Order:</th>
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<tr>
<td>Decrease/Increase:</td>
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<tr>
<td>Current Contract Price:</td>
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<td>(Including Change Order)</td>
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**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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<tr>
<td>Decrease/Increase:</td>
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<tr>
<td>Current Contract Time:</td>
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**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: ____________
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>
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<tr>
<th>Change Order No.</th>
<th>Date</th>
<th>Amount (+ or-)</th>
<th>Time (+ or -)</th>
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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>
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<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Quantity</th>
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Previous Applications

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**Completed Work**

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**Totals**

| $          | $      |

50
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:

Responsible:

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 ______________________
Contractor

State of ______________________ )
County of ___________________) ss.

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>
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<tbody>
<tr>
<td>From More Than</td>
<td>To And Including</td>
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<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 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 – PHASE 2

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.


Project Special Provisions Section

Special Conditions
Mobilization
Force Account
WCCC Crew Usage
Clearing
Mountain Bike Trail Construction (Machine or Hand Dig)
Otto Trail Wall Reconstruction
Fence Crossing
Stream Crossing
Trail & Road Signs
Construction Zone Traffic Control
SPECIAL CONDITIONS

1. PROJECT DESCRIPTION - The Palisade Plunge Phase 2 project includes 14.73 miles of trail construction from route MP 0.00 (existing parking lot off Hwy. 65) to MP 14.73 (Lands End Road on the side of the Grand Mesa). The majority of the trail for 11.7 miles traverses the relatively flat top of the Grand Mesa with numerous small creek crossings and boulder fields until Shirttail Point. The remaining 3 miles coming off the top of the Mesa down to Lands End Road crosses through remote and rough terrain, with a wide variation of foliage, surface & soils type, grade, and substantial exposure. Included within this route is the Otto Wall section requiring the creation of substantial rockwork features to reconstruct portions of the historic Otto Trail that has been damaged by rock slides. 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.

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 “Notice to Proceed” will be issued once weather and road conditions allow access to the project site. The Contractor shall complete all work prior to December 1, 2020 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.
   - Work cannot commence until weather conditions and snow melt allows access on Lands End Road. The average date for access is June 1st but may be into early July depending on the snow pack melt and run-off.
   - 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. The County will provide the biological monitoring and survey.
   - To minimize impacts to nesting raptors documented in the project area, no machine construction will occur within the following temporal spatial buffers, if nests are occupied:
     a. 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

5. PERMITS - It is the responsibility of the contractor to abide by all applicable Federal, State and Local permits and codes. The contractor shall thoroughly acquaint himself with the details of each before beginning work. The following permits may be necessary depending upon construction means and methods and shall be secured by the contractor prior to construction, if necessary:
   a. USFS Permit for Use of Roads, Trails, or Areas Restricted
MOBILIZATION

Description.

This work consists of the mobilization of personnel, equipment and supplies to the project site in preparation for work on the project, including 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. This items also includes costs associated with obtaining permits, insurance, and bonds.

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

Please be aware that access up to the Mesa top using Lands End Road from Whitewater sometimes requires 4-wheel drive vehicle and trailer length is restricted and generally not recommended past Wild Rose. Trailers to top will need to access via Hwy 65.

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>
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</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
FORCE ACCOUNT

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 $25,000</td>
</tr>
</tbody>
</table>
WCCC CREW USAGE

Requirements.

As part of the Great Outdoors Colorado grant that is part of this project, the use of a Western Colorado Conservation Corps crew is required for a portion of the trail construction. WCCC will provide a trained crew (8-10 members) to assist with the construction of the trail for 4 weeks from August 3rd – August 27th. WCCC will provide the crew with transportation to and from the jobsite, camping equipment, and trail tools. The Contractor will provide supervision for this crew, along with coordination of their work with Contractor crews.

Method Measurement and Basis of Payment

The cost of the WCCC trail crew, to be paid by the contractor, will be $30,400 which the contractor shall include in the lump sum amount bid for this line item, along with any additional anticipated costs for supervision, etc.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WCCC Crew Usage</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
CLEARING

Requirements.

This work consists of brush cutting and removal of trees in the areas shown on the plans and as needed for the construction of the trail. All work shall be in accordance with Section 912.20 “Brush Cutting” and 912.30 “Logging Out” of the U.S. Forest Service Standard Specifications for Construction of Trails and Bridges on Forest Service Projects (10/31/2014).

Method Measurement and Basis of Payment

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>Clearing</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
MOUNTAIN BIKE TRAIL CONSTRUCTION
(MACHINE OR HAND DIG)

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. Construction shall be as described in the U.S. Forest Service Standard Specifications for Construction of Trails and Bridges on Forest Service Projects (10/31/2014).

See the videos, photos, and trail notes included in the IFB under “Construction Planning Information” 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.

Machines will not be allowed on the Otto Wall portion of the trail. Any machines used in the construction between MP 14.73 and the Otto Wall reconstruction section will have to enter and exit off Lands End Road near MP 14.73 of the trail.

Level landing pads shall be constructed on each side of the road where the trail crosses motorized road, utilizing approved fill material where needed, and Class 6 Aggregate surface course. Work shall be considered incidental to trail construction.

Any fill material required for construction of trail shall come from existing materials on-site or from weed-free sources approved by the U.S. Forest Service,

Method Measurement and Basis of Payment

Mountain Bike Trail will be measured and paid for by the actual length of trail constructed.

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>Mile</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.
OTTO TRAIL WALL RECONSTRUCTION

Requirements.

From the Shirttail Point area, the trail will descend off the rim of the Grand Mesa for about 0.5 mile following a section of the historic trail initially constructed by John Otto. The reconstruction of this route will involve the engineering and construction of rock retaining walls utilizing the existing surrounding rock for facing, anchored back with epoxy rock anchors and backfilled with mechanically stabilized earth (MSE) backfill. The height of the retaining walls shall be limited as best as possible to not impede the movement pattern of mule deer and elk.

Contractor shall furnish submittals for review and approval on proposed epoxy rock anchors and geotextile materials.

Design and construction of the trail and walls 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. Construction shall be as described in the U.S. Forest Service Standard Specifications for Construction of Trails and Bridges on Forest Service Projects (10/31/2014).

See the videos, photos, and trail notes included in the IFB under “Construction Planning Information” 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. Machines will not be allowed on the Otto Wall portion of the trail. Reconstruction of the walls will require removal of existing slide material by hand to expose solid material to build upon.

Method Measurement and Basis of Payment

Rock Facing will be measured and paid for by the actual square foot of wall face completed and accepted.

MSE Backfill will be measured and paid for by the cubic yard of geotextile wrapped backfill completed and accepted. Miscellaneous backfill material used to fill gaps between rock facing, existing grade, and MSE backfill will not be measured and paid for separately but shall be incidental to the work.

Epoxy Rock Anchors will be measured and paid for by the actual number of anchors install 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>Rock Facing</td>
<td>Square Foot</td>
</tr>
<tr>
<td>MSE Backfill</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td>Epoxy Rock Anchor</td>
<td>Each</td>
</tr>
</tbody>
</table>

Payment for Rock Facing, MSE Backfill, and Epoxy Rock Anchors will be full compensation for all work and materials required to complete the items, including engineering, survey, construction and miscellaneous items not specifically measured above.
FENCE CROSSINGS

Requirements.

Construction of the cattle guard, wood fence alleys, and metal swing gate adjacent to the cattle guard at each of the fence crossings shall be as described in the U.S. Forest Service Standard Specifications for Construction of Trails and Bridges on Forest Service Projects (10/31/2014).

Cattle guards (furnished by Owner) shall be bolted to at least 2-inch by 6-inch treated timbers, furnished by Contractor, at both ends. Timbers shall be buried below trail grade.

Treated wood posts shall be used for the alley ways and H-braces on each side of the cattle guard per the plans.

A 4’ wide metal swing gate with wood posts and braces shall be installed in the existing fence adjacent to the crossing.

Method Measurement and Basis of Payment

Fence Crossings with cattleguards, wood fence alleys, and metal gates 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>Fence Crossing</td>
<td>Each</td>
</tr>
</tbody>
</table>

Payment for Fence Crossing will be full compensation for all work and materials required to furnish and install all the items, including cattle guard (furnished by Owner), buried timbers for anchorage, fence posts for alley ways and H-braces, metal gates with wood posts, 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. Construction shall be as described in the U.S. Forest Service Standard Specifications for Construction of Trails and Bridges on Forest Service Projects (10/31/2014).

Stream crossings shall be Constructed Ford Rock Structure as shown on the plans, with or without non-woven geotextile material and surface course pit-run material, depending on soil and water conditions at each location.

Method Measurement and Basis of Payment

Constructed Ford Rock Structure will be measured by the actual number installed and accepted.

Geotextile Fabric (Non-woven) will be measured by the actual square yard of material 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>Constructed Ford Rock Structure</td>
<td>Each</td>
</tr>
<tr>
<td>Geotextile Fabric (Non-woven)</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

Payment for Constructed Ford Rock Structure will be full compensation for all work and materials required to furnish and install this item.

Payment for Geotextile Fabric (non-woven) will be full compensation for all work and materials required to furnish and install this item, including pit-run surface course material placed over the geotextile.
**SIGNAGE**

**Requirements.**

Construction of the trail and road signs shall be in accordance with the details shown on the plans. Construction shall be as described in the U.S. Forest Service Standard Specifications for Construction of Trails and Bridges on Forest Service Projects (10/31/2014).

Road signs, including trail stop signs, shall be fabricated and installed in accordance with CDOT M&S Standard Plans, July 2019, S-614-1&-1, except that U-Posts with 3 lbs. minimum weight per foot shall be utilized on all signs.

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

Kiosk sign panel insert, tilt sign panel and decals for Type 10 signs will be furnished by Owner. Contractor to furnish and install the sign structures.

**Method Measurement and Basis of Payment**

Road Sign Panels will be measured by the actual square foot of sign face installed and accepted. Road Sign Posts will be measured by the actual lineal foot of post installed and shall include brackets, anchors and all hardware.

Trail Signs shall be measured by the actual number of each type of sign installed and accepted. Payment for Trail Signs will be full compensation for all work and materials required to furnish and install the item, including sign structure, post, bracket and all hardware. Sign panels and appliques will be furnished by the County.

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>Road Sign Panel</td>
<td>Square Foot</td>
</tr>
<tr>
<td>Road Sign Post</td>
<td>Lineal Foot</td>
</tr>
<tr>
<td>Trail Sign (Type 2)(3-panel kiosk)</td>
<td>Each</td>
</tr>
<tr>
<td>Trail Sign (Type 3)(2-panel kiosk)</td>
<td>Each</td>
</tr>
<tr>
<td>Trail Sign (Type 6)(Tilt Panel)</td>
<td>Each</td>
</tr>
<tr>
<td>Trail Sign (Type 10)</td>
<td>Each</td>
</tr>
</tbody>
</table>
CONSTRUCTION ZONE TRAFFIC CONTROL

Requirements.

This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs and portable barricades as required by the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). This work also includes traffic control management and flagging as needed.

The Contractor shall submit for approval, a Traffic Control Plan (TCP) prepared by an American Traffic Safety Services Association (ATSSA) certified individual or a professional traffic engineer, consistent with the M.U.T.C.D. prior to, or at, the pre-construction meeting. The County shall provide comment and/or approval of the TCP. The contractor shall use the approved TCP for the Method of Handling Traffic (MHT).

Method of Measurement and Basis of Payment.

No separate measurements will be made in this item except for Temporary Portable Rumble Strips when included on the Bid Schedule.

Payment shall be full compensation for furnishing, erecting, cleaning, maintaining, moving, removing, and disposing of construction traffic control devices; flagging; and Traffic Control Management necessary to complete the work and in accordance with the Traffic Control Plan, Method of Handling Traffic and any approved revisions.

Traffic Control will be paid for as follows:

- 30 percent of the lump sum bid price upon first utilization,
- an additional 30 percent of the lump sum bid price when 50 percent of the original contract amount has been earned,
- an additional 30 percent of the lump sum bid price when 80 percent of the original contract amount has been earned, and
- the final 10 percent when the Project is substantially completed.

Payment will be made under:

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

Project Name: Palisade Plunge Phase II Construction
Project Completion Date: September 27, 2022
Great Outdoors Colorado
Contract No.: 20804

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725
          Denver, CO 80203
Telephone: (303) 226-4520
Contact name: Matt Brady

Grantee: Mesa County
Address: 200 S Spruce St., Grand Junction, CO 81502
Contact name: Connie Hahn

Date: October 30, 2019

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D Intergovernmental (or other) Agreement (if required)
RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.

B. In 1994, GOCO created a statewide grant program pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects. Grantee listed above (“Grantee”) submitted a detailed project application (“Project Application”) that contemplates the execution of the project entitled above and described in GOCO’s project summary (“Project Summary”), attached and incorporated as Exhibit A (“Project”). GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on September 27, 2019, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.

C. The parties intend this agreement to be the detailed grant agreement required by GOCO (“Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.

2. Representations and Warranties of Grantee. Grantee is a County, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.

3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed $1,238,500.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project in substantial conformity with the final plans, specifications, designs, and uses approved by GOCO. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.
4. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the Project undertaken without GOCO’s prior written consent may be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by the Board, Grantee will promptly so advise the Board and cooperate in good faith to seek a resolution before any further funds are advanced.

5. **Grantee Efforts.** Grantee agrees to use its best efforts to complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO’s approvals related to the Project.

6. **Approved Budget.** Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee’s anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit C (“Budget”). Eligible costs are described in Paragraph 10 of this Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as GOCO approves the final version.

7. **Property Ownership.** All properties on which GOCO-funded projects are located must be owned by or under the control of the grant recipient for the useful life of the project. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the “Property”). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO’s discretion prior to funding.

8. **Waiver.** Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff (“Staff”), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

9. **Project Operation and Maintenance.**

   A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project stated in the Project Application, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee has estimated a useful...
life of 15 years in the Project Application. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property’s ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 20 below.

B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project.

C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

D. Grantee’s staff shall request during the Grantee’s annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee’s staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee’s obligations under this Agreement.

10. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Paragraph 8.A. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

11. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate. If the Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.

12. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

13. Eligible Costs. The Grant and all matching funds shall be used only for the cost of fixed assets, including construction of new facilities and enlargement or renovation of existing facilities; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). The Grant and all
matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board’s sole discretion.

14.  Payment of Grant.

   A.  Progress Payment. Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project (“Progress Payment”). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date (“Progress Report”). The Progress Report must be submitted using GOCO’s Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed 50% of the Grant or the maximum percentage of funds GOCO can expend for the project to date based on the program’s matching requirements, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

   B.  Final Payment. Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion (“Final Report”). The Project is “complete” when all facilities, trails, or other improvements included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO’s Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO’s review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (“Final Payment”), subject to any reductions contemplated by any provision of this Agreement.

   C.  GOCO Review. GOCO shall have 30 days to review any Progress Report and Final Report and respond to Grantee.

   D.  Waivers of Liens and Claims. GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics’ lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

   E.  Modifications. Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise agreed to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. “Material modifications” may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.
F. **Net Lottery Proceeds.** Payment of the Grant is also subject to GOCO’s determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

15. **Withdrawal of GOCO Funding; Termination of Agreement.** Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

   A. **Altered Expectations.** Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

   B. **Material Project Changes.** Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, approved by GOCO and reflected in the Project Summary, without prior written approval of the Executive Director;

   C. **Inaccuracies.** Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, the Progress Report, the Final Report, or otherwise is untrue, inaccurate, or incomplete in any material respect;

   D. **Reporting.** The results of GOCO’s review of the Progress Report or the Final Report are not acceptable to GOCO;

   E. **Conditions Precedent Not Fulfilled or Unsatisfactory.** Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

   F. **Delays.** The Project will not or cannot be completed by the Completion Date or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board’s judgment;

   G. **Costs.** The Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee’s matching funding are reduced; or

   H. **Property.** Title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.
SECTION 3 – CONDITIONS PRECEDENT

16. Completion Date. Grantee shall complete the Project and submit its Final Report no later than September 27, 2022 (“Completion Date”), which is 36 months after the date of GOCO’s approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO’s Overdue Grants procedure, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the Overdue Grants procedure.

17. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee’s fulfillment of all terms and conditions of this Agreement to GOCO’s satisfaction in its sole discretion, including but not limited to the following:

   A. Matching Funds. Matching funds in the minimum amount required by GOCO policy or procedure and as set forth in the approved Budget, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

   B. GOCO Policies and Procedures. The Project must comply with all of GOCO’s policies and procedures, which may be amended from time to time by GOCO in its sole discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the Property for publicity purposes, and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

Updated 1/2019
19. **Signage.** Grantee shall erect one or more signs at a prominent location(s) on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to completion of the Project. The Board may withhold Final Payment pending evidence of placement of permanent signage.

20. **Liability.**

   A. **Indemnity.** To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend, and hold harmless GOCO, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys’ fees) resulting from, growing out of, or in any way connected with or incident to Grantee’s performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

   B. **No CGIA Waiver.** No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) (“CGIA”). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

   C. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

Updated 1/2019
D. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

21. **Audits and Accounting Records.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, operation, and maintenance of the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

22. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

23. **Breach.** In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. **Prior to Payment of Grant.** GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. **After Any Payment of Grant.** GOCO reserves the right to seek specific performance of Grantee’s obligations under this Agreement, receive reimbursement in full of any disbursements made under the Grant, including in the event that Grantee does not fulfill its obligations under Paragraph 8 due to lack of annual appropriations, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

24. **GOCO Policies and Procedures.** With regard to all named GOCO policies and procedures referenced in this Agreement, Grantee acknowledges it has received a copy of the policies and procedures or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

A. Good Faith. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. Assignment. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee’s ongoing obligations under this Agreement.

C. Applicable Law. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

E. Status of Grantee. The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO or the State of Colorado.

F. Time is of the Essence. Time is of the essence in this Agreement.

G. Survival. The terms and conditions of this Agreement, including but not limited to Grantee’s obligations, shall survive the funding of the Grant and the completion of the Project.

H. Fax and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. Third-Party Beneficiary. GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended.

J. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.
K. **Construction; Severability.** Each party has reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. ** Entire Agreement.** Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. **Termination of the Board.** If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of .

**STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND**

By: [Signature]

Chris Castilian
Executive Director

**GRANTEE:**

Mesa County

**GOCO Program Staff:**

Route Grant Agreement to Executive Director for signature:

[Signature]

*NOTE* Signee should be the same individual authorized to sign the grant agreement per Grantee’s resolution

**STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND**

By: [Signature]

Chris Castilian
Executive Director

**GRANTEE:**

Mesa County

**GOCO Program Staff:**

Route Grant Agreement to Executive Director for signature:

[Signature]
### Exhibit A

**Project Summary**

<table>
<thead>
<tr>
<th>Rank: 4</th>
<th>Overall Score: 87.5</th>
<th>GOCO Staff Score: 89.5</th>
<th>Reviewer Average: 85.5</th>
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**Applicant:** Mesa County  
**Project Title:** Palisade Plunge Phase II Construction  
**County:** Mesa  
**Log #:** 20804

**Funding Summary:**

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<td>Partner(s) Funding</td>
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<td><strong>GOCO Grant Amount</strong></td>
<td><strong>$1,238,500</strong></td>
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<tr>
<td>Total Project Cost</td>
<td><strong>$2,071,150</strong></td>
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**Project Description:**

Mesa County proposes completing the 14.75 miles of additional natural-surface trail to finish the entire 33.8-mile multi-modal trail known as the Palisade Plunge that will take pedestrians, equestrians, and bikers from the summit of the Grand Mesa to the Town of Palisade. This natural surface trail is expected to draw tourists from afar and create an economic development opportunity for the Town of Palisade and western slope communities around Mesa County. In addition to the natural surface trail, Mesa County will develop 2 miles of a dedicated roadway shoulder to serve as an extension of the Colorado Riverfront Trail to connect downtown Palisade to the Riverfront Trail and to a new trailhead facility for the Palisade Plunge and Palisade Rim Trail.

**Staff and Peer Reviewer Comments:**

The potential to provide a strong economic development opportunity to Palisade and surrounding communities is truly significant. Several recent news articles have identified the Plunge as a “crown jewel” of Colorado viewed alongside epic natural surface trails such as the Monarch Crest in CO and the Whole Enchilada in UT. This will be an incredible asset to the Grand Valley and the state.

The partners involved with this project have been proactively seeking the necessary plans, approvals, and general buy-in to make this a demonstration project for how to proceed with both persistence and compromise and ultimately bring the vast majority of people and organizations on-board to complete the vision.

Urgency is linked to the momentum the partners have carried forward over the past several years that could be compromised if elements of the federal environmental assessment expire and force a restart.

Though the mountain bike community is poised to directly benefit, this project in totality is certainly more than a single user-group trail with opportunities atop the Grand Mesa to connect with existing hiking, equestrian, and cross-country ski trails along with the community connector piece within the Town of Palisade. This is quite multi-dimensional.
EXHIBIT B
Resolution
MESA COUNTY, COLORADO
RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS FOR MESA COUNTY, COLORADO, SUPPORTING THE AWARD OF THE GOCO CONNECT INITIATIVE GRANT PROGRAM FOR THE CONSTRUCTION OF THE PALISADE PLUNGE PHASE II

WHEREAS, The GOCO Connect Initiative Grant Program is a five year strategy aimed at increasing access to outdoor experiences through the construction of non-motorized trails of local, regional and statewide significance. Through the Connect Initiative GOCO seeks to address existing gaps in trails or trail networks, construct new trail systems in high demand, and environmental education opportunities, and

WHEREAS, Mesa County received a grant award from the Colorado the Beautiful for the construction of Phase I of the Palisade Plunge, and

WHEREAS, Mesa County and the Town of Palisade received grants for the planning and environmental process for the Palisade Plunge for the purpose of creating construction ready documents, and

WHEREAS, the NEPA documents were signed June 16, 2018 by the U.S. National Forest Service approving the EA of the Planning documents of the Palisade Plunge Trail, and

WHEREAS, the NEPA documents have a time limit for the construction of the trail to be completed, therefore, making the grant award very important for 2019,

NOW THEREFORE, BE IT RESOLVED THAT THE COUNTY COMMISSIONERS FOR MESA COUNTY, COLORADO THAT:

The County Commissioners of Mesa County, Colorado support the award of the GOCO Connect Initiative Grant Application and authorizes the county staff to manage the grant.

RESOLVED, APPROVED, and ADOPTED this 22nd day of July, 2019.

(Seal)

MESA COUNTY, COLORADO

Rose Pugliese, Chair Mesa County Board of County Commissioners

ATTEST:

95
Call Meeting to Order

At 9:04 A.M., Chair Rose Pugliese called to order a regular Administrative Hearing of the Board of Mesa County Commissioners at the Mesa County Courthouse, Public Hearing Room, 544 Rood Avenue, Grand Junction, Colorado. Those present included Commissioner Scott McInnis; Pete Baier, County Administrator; J. Patrick Coleman, County Attorney; and Belinda Knisley, Clerk to the Board. Minutes prepared by Belinda Knisley.

Commissioner John Justman is excused from today's hearing.

Deletions from Agenda

There are no Deletions from today's Agenda.

Additions to Agenda

There are no Additions to today's Agenda.

Approval of Minutes

1. Administrative Hearing, October 28, 2019

CHAIR ROSE PUGLIESE ENTERTAINED A MOTION TO APPROVE THE MINUTES FROM THE ADMINISTRATIVE HEARING OF OCTOBER 28, 2019; COMMISSIONER SCOTT McINNIS SO MOVED; CHAIR ROSE PUGLIESE SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Excused: COMMISSIONER JOHN JUSTMAN

Presentations

Chair Rose Pugliese, exercised Chair’s prerogative and moved Proclamation number four (4) to first to accommodate a Ground Breaking ceremony.
1. Former No. 4

Homeless and Runaway Youth Awareness Month, November 2019

COMMISSIONER SCOTT MCINNIS READ THE PROCLAMATION INTO THE RECORD IN THE FORM OF A MOTION AND MOVED THAT THE MESA COUNTY BOARD OF COMMISSIONERS ADOPT THE PROCLAMATION HOMELESS AND RUNAWAY YOUTH AWARENESS MONTH, NOVEMBER 2019; CHAIR ROSE PUGLIESE SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Excused: COMMISSIONER JOHN JUSTMAN

Katie Rydlizky, Program Director at Karis Inc., accepted the Proclamation.

2. Former No. 1

National Adoption Awareness Month, November 2019

CHAIR ROSE PUGLIESE READ THE PROCLAMATION INTO THE RECORD IN THE FORM OF A MOTION AND MOVED THAT THE MESA COUNTY BOARD OF COMMISSIONERS ADOPT THE PROCLAMATION NATIONAL ADOPTION AWARENESS MONTH, NOVEMBER 2019; COMMISSIONER SCOTT MCINNIS SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Excused: COMMISSIONER JOHN JUSTMAN


3. Former No. 2

National Family Caregivers Month, November 2019

COMMISSIONER SCOTT MCINNIS READ THE PROCLAMATION INTO THE RECORD IN THE FORM OF A MOTION AND MOVED THAT THE MESA COUNTY BOARD OF COMMISSIONERS ADOPT THE PROCLAMATION NATIONAL FAMILY CAREGIVERS MONTH, NOVEMBER 2019; CHAIR ROSE PUGLIESE SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Excused: COMMISSIONER JOHN JUSTMAN

Dyann Walt, Single Entry Point Manager, Cheryl Brown, Adult Services Supervisor, and Dana Bogue, a family caregiver, accepted the Proclamation.

4. Former No. 3

Random Acts of Kindness Month, November 2019

CHAIR ROSE PUGLIESE READ THE PROCLAMATION INTO THE RECORD IN THE FORM OF A MOTION AND MOVED THAT THE MESA COUNTY BOARD OF COMMISSIONERS ADOPT THE PROCLAMATION RANDOM ACTS OF KINDNESS MONTH, NOVEMBER 2019; COMMISSIONER SCOTT MCINNIS SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Kevin Barclay, Western Slope President of the National Alliance on Mental Illness (NAMI), was not present to accept the Proclamation.

Commissioners' Reports

Commissioner Scott McInnis and Chair Rose Pugliese reported on the events and/or conversations they participated in and summarized the information covered at those events/meetings.

Consent Agenda

CHAIR ROSE PUGLIESE ENTERTAINED A MOTION TO APPROVE THE FOUR (4) ITEMS ON THE CONSENT AGENDA; COMMISSIONER SCOTT MCINNIS SO MOVED; CHAIR ROSE PUGLIESE SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Excused: COMMISSIONER JOHN JUSTMAN,

1. Approve a Grant Agreement between Mesa County and The State Board of the Great Outdoors Colorado Trust Fund in the amount of $1,238,500.00, for Phase II of the Palisade Plunge and authorize the Public Works Operations Manager to sign.

2. Adopt an amended Mesa County Investment Policy, effective November 4, 2019, and revoke any previous Mesa County Investment Policies.


4. Approve a Lease Agreement between Mesa County and St. Mary's Hospital and Medical Center, Inc., for the building located at 551 Chipeta Avenue, Grand Junction, Colorado, for use as the Senior Nutrition Program, and authorize the Chair to sign.

Item(s) Needing Individual Consideration

1. Adopt a Resolution adopting a Supplemental Budget to Defray Expenses; to Appropriate Additional Financing Sources; and to Authorize Budgetary Transfers between Funds or between Spending Agencies within a Fund for Mesa County, Colorado.

CHAIR ROSE PUGLIESE MOTIONED TO APPROVE AND ADOPT THE RESOLUTION; COMMISSIONER SCOTT MCINNIS SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Excused: COMMISSIONER JOHN JUSTMAN

Briefing Item(s)

There are no Briefing Items at today’s hearing.

Unscheduled Business
There was no Unscheduled Business before the Board at today's hearing.

**Executive Session**

1. Executive session pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice and updates from the County Attorney regarding Mesa County's pending litigation matters, and pursuant to CRS Section 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding property tax appeals and valuations.

COMMISSIONER SCOTT MCINNIS MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION NOVEMBER 4, 2019 AT 9:33 A.M. AND WE ARE HERE AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS, WHICH HAS BEEN PROPERLY NOTICED. COMMISSIONER SCOTT MCINNIS MOVED THAT THE BOARD OF COMMISSIONERS ENTER INTO EXECUTIVE SESSION PURSUANT TO C.R.S. SECTION 24-6-402(4)(B) FOR THE PURPOSE OF RECEIVING LEGAL ADVICE AND UPDATES FROM THE COUNTY ATTORNEY REGARDING MESA COUNTY'S PENDING LITIGATION MATTERS, AND PURSUANT TO CRS SECTION 24-6-402(4)(E) FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS REGARDING PROPERTY TAX APPEALS AND VALUATIONS; CHAIR ROSE PUGLIESE SECONDED. MOTION PASSES 2-0 UNANIMOUSLY.

For: CHAIR ROSE PUGLIESE, COMMISSIONER SCOTT MCINNIS
Excused: COMMISSIONER JOHN JUSTMAN

**Adjourn**

With no further business to come before the Board, Chair Pugliese adjourned the hearing at 9:34 a.m.

Tina Peters,
Mesa County Clerk & Recorder

Belinda Knisley
Clerk to the Board

Rose Pugliese
Chair

Agendas, minutes and recorded webcasts can be found online at:
http://www.mesacounty.us/BoCCagendas/
Please note that listed recorded times are approximate.
## Palisade Plunge - Phase II

### Proposed Budget

#### PROJECT EXPENSES/CONTRIBUTIONS

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<th>Cash Expenses</th>
<th>Number of Units</th>
<th>Cost Per Unit</th>
<th>GOCO</th>
<th>Applicant</th>
<th>COPMOBA</th>
<th>Business/ Muni's</th>
<th>WCCC</th>
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<td>$13,750.00</td>
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<td>$2,071,150.00</td>
<td></td>
</tr>
</tbody>
</table>

#### CALCULATION OF MATCH REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Actual</th>
<th>Meets Requirement?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Match</td>
<td>$517,787.50</td>
<td>$832,650.00</td>
</tr>
<tr>
<td>Minimum Cash Match</td>
<td>$207,115.00</td>
<td>$830,250.00</td>
</tr>
<tr>
<td>GOCO % of Total Costs</td>
<td></td>
<td>60%</td>
</tr>
</tbody>
</table>