Sealed proposals for furnishing the following to Montezuma County, Colorado will be received at the Office of the IT Director, Montezuma County Admin Building, 109 West Main Street, Suite 100, Cortez, Colorado, 81321, until 4:00 p.m., Friday, November 29, 2019. Proposals will be opened and read publicly on December 3, 2019 during the regular BOCC Meeting at 9 a.m.

BID ITEM: Fiber Conduit Construction and Installation. See Attached Sheet.

Bid Price F.O.B. Cortez
Specify Delivery

Proposals shall be submitted in writing and signed by the bidder or his duly authorized agent. Proposals shall be submitted in sealed envelopes, and marked on the outside with “PROPOSAL: 2019 7th STREET EXTENSION FIBER CONDUIT CONSTRUCTION”, and with the bidder’s name.

The County reserves the right to waive any formality or any informality in the process of awarding a bid. Montezuma County reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it be deemed in the best interest of the County to do so.

Jim McClain
I.T. Director

Issued: 10/30/2019
GENERAL INFORMATION

Montezuma County has an on-going need to construct Fiber Optic route extensions along 7th Street continuing to Road 27, where the road is undertaking an extension approximately 2500 feet.

The County anticipates work to be scheduled as a complete project. This bid will provide a menu list of items from which the construction cost will be developed for the project order. The specifications will detail items the contractor is responsible for and what items the County and or City of Cortez will provide.

The ability of the Contractor to mobilize, construct and complete the job order will be important. The utility work requires strict compliance with the “Utility Notification Center of Colorado” (Dig-Once, Line locates). Additionally, Rural Utility Service (RUS) Fiber Optic Standards shall be followed except as noted in the specifications.

The Contractor shall execute the attached contract for this project, and agrees to keep the necessary insurance in place.

This bid does not include the actual fiber placement or splicing. These items will be covered under another bid or agreement.

The County makes no obligations as to the dollar amount of work under this bid. Since each job is different. This project is for minor expansion and fiber drop construction, the County reserves the right to release a larger bid and award for major network expansion should it deem viable.
SPECIFICATIONS

The following are specifications for the menu items covered in this Bid. The specifications are planned to layout the various items needed to accomplish the work. The County plans to utilize a menu of cost items to arrive at a total job cost. All menu items may not be required on a job.

GENERAL:

Since this project is located in the County, alongside the City of Cortez and its residences, it is important to have good communications with the individual owners to minimize impacts to homes.

1.) **Scope:** Montezuma County currently is expanding 7th Street within the City of Cortez Boundaries to Road 27 in County Boundaries. These specifications address the conduit installation for the 7th street extension. Fiber cable, splicing and customer drops will be conducted in another bid packet.

The Contractor will install the conduit, trace wire, pull rope, flow fill, asphalt patch, proof and cap conduit, and install the handholes.

**Contractor shall be responsible for all line locates and utility coordination. All footages and estimated lengths shall be verified by the contractor prior to any work.**

Montezuma County along with the City of Cortez will provide the following materials to the Contractor for installation: Conduit, pull rope, trace wire, handholes, and utility marking posts. The Contractor will be trenching, boring, and installation of conduit and handholes. Material must meet County standards with required test results submitted prior to use. Contractor will coordinate with the County any required work right-of-way permits.

Mobilization cost will be included in the scope, as the County anticipates the possibility of extra boring (see bid packet). The County would like to minimize mobilization cost by combining as many job orders as possible.
2.) **CONDUIT:** County/City provided conduit. The network design calls for single 2" conduit to be installed in all feeder and service routes. The conduit in trench as noted on the drawings. Actual footage of conduit shall be confirmed by the bidder. The Conduit shall be installed at a depth of 18-24" inches and a minimum 8" inch width.

**NON-ASPHALT AREAS:** Two conduits installed at bottom of trench with 12" inches minimum of flow fill (0.6-1.0 sack mix 60 lbs min. per cubic yard ) and additional 12" inches of road base installed on top of the flow fill. Fiber Drop installation in non-asphalt areas require compaction with native soils or materials.

**ASPHALT AREAS:** Two conduits installed at bottom of trench with 24" inches of flow fill (0.6-1.0 sack mix) up to the asphalt thickness and asphalt patch matching existing thickness on top of the flow fill. Same asphalt treatment for Fiber Drops.

**GRASS AREAS:** Grass areas shall have flow fill and no road base.

10 ga tracer wire (County/City provided) shall be installed in all conduit installations. Tracer wire shall be secured along the conduit for future line locates. Enough wire slack to attach line locate equipment.

“Caution Fiber Optic Cable” marking tape (County/City provided) the entire length of trench and install the tape just above the flow fill.

Conduit couplings to connect ends of conduit to one-another (County/City provided) shall be used to join the ends of the conduit.

Pull-rope (County/City provided) shall be installed in each conduit over the entire length of conduit run or to the nearest hand hold.

Contractor is required to Proof the Conduit and install End caps (Contractor supplied) to eliminate water infill.

**BORING:** 2 areas may be more cost effective to directional bore. The bore will include single (2") with trace wire. Contractor will work with the County to minimize overall cost and provide the County with a trenching versus bore cost scenario before boring is allowed.

3) **HANDHOLES:** County/City provided / Contractor installed. The Contractor shall install the handholes at designated locations and conduit tie in locations. The handhole shall have rodent proof steel mesh (Contractor provided) installed on top of road base gravel, Class 6 and compacted. Leveling and installation as per manufacturer’s recommendations and specifications. The project will use two different sized handholes. Type “A” 30"x48"-30” Deep and Type “B” 24x36"-30” Deep.
SPECIFICATIONS- PAGE THREE

4.) **SUB-CONTRACTOR:** The Contractor may not sub-contract more than fifty percent (50%) of the contract work. A proposed sub-contractor list must be submitted for approval to the County prior to contract execution.

6.) **WORK UNDER PROJECT:** Work under this project will include, but not be limited to, the following: trenching in designated area, boring across roadways, or streets/driveways, etc, bedding and installation of conduit, flow fill, trace wire, caution tape, road base fill, installation of handholes, vaults, cabinets, bollards, and all the necessary traffic control.

7.) **ROCK EXCAVATION:** All rock excavation is to be considered incidental to the work in this project and no extra compensation will be allowed. In areas where the contractor feels rock excavation may be encountered, they should investigate the site prior to bidding. Rock excavation that is removed is to be disposed of properly. Rock conditions probable, contractor needs to investigate thoroughly.

8.) **OPEN TRENCH AT NIGHT:** The contractor shall have all trenches within the County right-of-way backfilled at the end of workday. The contractor may have up to twenty (20) LF of ditch open at the ending of the conduit, but must protect the ditch with equipment, barricades, etc. Any deviation from this plan for unusual circumstances must be approved by the County.
9.) **ASPHALT STREET PATCHING:** Replacement of the disturbed street surface is required in this project. Initial asphalt cut will be done as to not damage remaining asphalt by either saw-cutting or grinding prior to trenching. A second saw-cut will be required when patching width will include the width of trench plus a minimum of 12 – inches for each shoulder tie-in. Replacement thickness will match the existing asphalt mat or 3 inches, whichever is greater. Asphalt material specifications are to be submitted to the County for approval. Expected material will be consistent with City of Cortez and Montezuma County approved mixtures being produced in the area. Application and compaction requirements will meet current County specifications.

10.) **CONCRETE REMOVAL:** Any concrete removed for installation of duct conduit are to be replaced in like manner at the expense of the Contractor. The cost incurred to replace concrete removed is to be included in the associated unit price for project work.

11.) **ON-SITE CONDUIT ROUTE RE-ALIGNMENT:** Any and all alignment adjustments to the conduit route shall be approved by the County Road Dept. Supervisor, Rob Englehart, prior to placement of conduit, handholes, or cabinet locations.
TO WHOM IT MAY CONCERN:

The undersigned hereby states that he has examined all documents, including the contract manual, the Montezuma County Construction Design Standards, and the contract drawings, and is familiar with the requirements of the project; acknowledges that he has reviewed the site and has examined all data available; has accepted the provisions required by the Instructions to Bidders; and has acknowledged on this Bid Form receipt of all addenda (if any).

The bidder also agrees to hold the bid open for a period of sixty (60) days from the bid opening date and accepts all requirements of the contract documents. The selected bidder will enter into and execute a contract within fourteen (14) days of the Notice to Award and furnish the required Certificate of Insurance within that fourteen (14) day time period.

Bidder

ACKNOWLEDGMENT OF ADDENDA:
The bids are to include compensation for all materials, labor, equipment, and other necessary items to complete the work described in these documents.

The following bid items will be used to calculate each job order covered under this Invitation to Bid. Contractor shall provide a component cost for each category.

## BID ITEMS

### Montezuma County - 7th Street Extension

**Montezuma County Fiber Optic Installation**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Pay Unit</th>
<th>Total Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaereing,Clearing &amp; Grubbing</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Trenching</td>
<td>LF</td>
<td>2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Directional Boring-2&quot; SDR 11 Pipe (w/Tracing Wire)</td>
<td>LF</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2-Inch SDR 11 Pipe (Smooth Wall w/Tracing Wire)</td>
<td>LF</td>
<td>2500</td>
<td>City/County Provide</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Install 30&quot;x48&quot;x30&quot; Utility Box (w/2 Wide Sweeps)</td>
<td>Each</td>
<td>2</td>
<td>City/County Provide</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Install 24&quot;x36&quot;x30&quot; Utility Box (w/2 Wide Sweeps)</td>
<td>Each</td>
<td>2</td>
<td>City/County Provide</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Install Utility Marking Posts</td>
<td>Each</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Construction Surveying</td>
<td>LS</td>
<td>1</td>
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</tr>
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<td>9</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>F/A Minor Contract Revisions</td>
<td>F/A</td>
<td>1</td>
<td>$ 4,000.00</td>
<td>$ 4,000.00</td>
</tr>
</tbody>
</table>
The Contractor agrees to use the above prices for job order costing and coordinate as-built data with the County. The above prices will remain in affect until this contract is completed.

_______________________  ________________________
Company Name                      Authorized Signature

_______________________  ________________________
Title                      Phone

_______________________  ________________________
Mailing Address                      County / State

PLEASE LIST THREE REFERENCES FOR FIBER OPTIC NETWORK INSTALLATION:

Company Name: ___________________ Phone: ___________________
Address: ________________________________________________

Company Name: ___________________ Phone: ___________________
Address: ________________________________________________

Company Name: ___________________ Phone: ___________________
CONSTRUCTION CONTRACT

This Agreement, is made and entered this ____________ day of ____________, 2019 by and between Montezuma County, a Colorado County and ______________________________________________________ (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work - Contract Documents. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the construction and completion of the work proposed to be done under this Agreement. Contractor will construct and complete the work in a thorough and workmanlike manner in every respect to the satisfaction and approval of Montezuma County, within the time specified herein and in strict accordance with the contract documents, including without limitation the following documents: this Agreement and any Addendum thereto; Instructions to Bidders; Bid Form; Bonds; Notice of Award; Notice to Proceed; Drawings, consisting of __________; Montezuma County Specifications and Standards; Addenda Nos. __________ to Specifications and Standards; any modifications, change orders, field orders, or other similar revisions properly authorized after the execution of this Agreement; Contractor’s bid; and __________

All of the said documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

2. Description of Project - Completion.
   a. Contractor shall perform all of the work except as otherwise stated within this Agreement required for the following Project in the Montezuma County: 2019 7th Street Extension Fiber Conduit Project, pursuant to the specifications stated in the Contractor’s bid dated November 29, 2019 (“Contractor’s specifications”), and pursuant to Montezuma County’s Standards and Specifications for the _______________________________ (“Montezuma County’s Standards and Specifications”).

   b. In case of any conflict between the Contractor’s specifications and the Montezuma County’s Standards and Specifications, the Montezuma County’s Standards and Specifications shall control. In addition, the following “Terms and Conditions” are hereby stricken from the Contractor’s specifications:

   _______________________________ None________________________________________
   _______________________________.
c. Contractor shall be responsible for providing barricading and traffic control, for insuring the safety of the public during the performance of the work, in accordance with the Manual on Uniform Traffic Control Devices and the requirements of the County/City, and for maintaining access through the area in which the work is to be performed.

3. **Relationship of Contractor to Montezuma County.** The Contractor accepts the relationship of trust and confidence established between it and Montezuma County by this Agreement. Contractor covenants with Montezuma County to furnish its best skill and judgment and to cooperate with Montezuma County’s Project Manager and all other persons and entities in furthering the interests of Montezuma County. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and in the most expeditious and economical manner consistent with the interests of Montezuma County.

4. **Contractor’s Representations.** In order to induce Montezuma County to enter into this Agreement, the Contractor makes the following representations:

   a. The Contractor has familiarized itself with the nature and the extent of the contract documents, work, the locality, all physical characteristics of the area, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

   b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

   c. Contractor has given Montezuma County written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and such documents are acceptable to the Contractor.

5. **Project Manager.** The Montezuma County Project Manager, for the purposes of the contract documents is the following or such other person as the Montezuma County may designate in writing: Jim McClain, I.T. Director, and/or Rob Englehart, Road and Bridge Supervisor.

6. **Time of Commencement and Completion.**
   a. The work shall be completed according to phases established by Montezuma County. No work shall be commenced by the Contractor until after a pre-construction meeting of the Contractor, the Montezuma County Project Manager, the Road and Bridge Supervisor and other Montezuma County representatives as appropriate.
b. Prompt completion of the work is essential to Montezuma County. Time is of the essence in all respects regarding this Agreement and the work. Contractor shall carry out construction of the project with all due diligence. Subject to allowances agreed to by Montezuma County and Contractor for bad weather working days, substantial completion of the project shall be achieved by no later than ___60___ calendar days after the date on which the Contractor commences work, but in no event shall such substantial completion occur later than January 31, 2019. Montezuma County shall determine whether the work has been substantially completed, utilizing such factors as are deemed appropriate by Montezuma County, including but not limited to the definition of “substantial completion” provided in ?24-91-102(5), Colorado Revised Statutes.

7. **Price of Work.**
   a. The Montezuma County agrees to pay, and Contractor agrees to accept, in full payment for the performance of this Agreement, an amount not to exceed $____ See Bid (Exhibit “A”) dollars and no cents ($_____________). Unit prices and unit costs shall not exceed those shown in Exhibit A attached hereto and incorporated herein by reference.

   b. The amount set forth in Section 7.a above shall not include the following costs:

      (1) ________________ ; and

      (2) the cost of the performance, payment and warranty bonds as described in Section 18, the cost of which bonds shall not exceed 7.5 percent of the amount set forth in Section 7.a above.

8. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all work contemplated and embraced under this Agreement. Compensation shall also include loss or damage caused by the nature of the work, the action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright. Compensation shall be for completing the work according to the plans, specifications, and all contract documents. Neither the payment of any estimate or progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material. No funds, payable under this Agreement or any part thereof, shall become due and payable, if Montezuma County so elects, until the Contractor shall satisfy Montezuma County that it has fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith. Montezuma County may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract,
performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked Montezuma County may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of Montezuma County in lieu of the bond so executed by such surety.

9. **Application for Progress Payment.** By the 5th day of each month, Contractor shall submit to Montezuma County for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents Montezuma County may require. Materials on hand but not complete in place may not be included for payment at the discretion of Montezuma County. Each subsequent application for payment shall include an affidavit of Contractor providing 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 applications for payment. Notwithstanding the progress payments, it is the intent and purpose of Montezuma County to withhold at least ten percent (10%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

10. **Payment Requirements.** No payment shall be made to the contractor by Montezuma County until all conditions of the contract regarding bonds, worker's compensation certificates and any other requirement have been provided to the County.

11. **Ownership of Plans, Specifications, and Documents.** Except for Contractor's executed set, all of the plans and the contract documents are the property of Montezuma County. Contractor shall be provided plans, specifications, permits, and other documents and materials required to perform the work. The plans and specifications are not to be used on other work, and all sets shall be returned to Montezuma County at the completion or cessation of the work or termination of this Agreement.

12. **No Personal Liability.** In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of Montezuma County, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

13. **Observation of All Laws.** It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the work or the project. It is not the
responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify Montezuma County in writing, and any necessary changes shall be made as provided herein.

14. Agreement Provisions Prevail. The intent and purpose of this Agreement and the construction documents is to complement each other; however, the terms and provisions of this Agreement shall prevail regarding differences in, discrepancies with, or conflicts of, terms or provisions contained in other contract documents.

15. Contractor’s Responsibility for Work. Until the final acceptance of the work by Montezuma County in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Montezuma County, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by the contract documents, plans, and specifications prior to final acceptance of the work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by Montezuma County, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

16. Termination of Contractor’s Responsibility. The project will be considered complete when all work has been finished, the final inspection made, and the work accepted by Montezuma County in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in the surety bond, and except as required in this Agreement and the contract documents regarding the Contractor’s guaranty of work.

17. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Montezuma County, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to,
and provide defense for and defend against any such liability, claims, and demands, and
to bear all other costs and expenses related thereto, including court costs and attorneys'
fees. The Contractor's indemnification obligation shall not be construed to extend to any
injury, loss, or damage which is caused by the act, omission, or other fault of Montezuma
County.

18. **Insurance and Bonds.** “Bonds are hereby waived for this project.”

a. The Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by Montezuma County. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Montezuma County. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision.
(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest's provision.

a. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include Montezuma County, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by Montezuma County, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

b. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by Montezuma County. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to Montezuma County. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. Montezuma County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Montezuma County may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Montezuma County shall be repaid by Contractor to Montezuma County upon demand, or Montezuma County may offset the cost of the premiums against any monies due to Contractor from the Owner.

d. The parties hereto understand and agree that Montezuma County is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, ? 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to Montezuma County, its officers, or its employees.
e. **BOND REQUIREMENT FOR THIS PROJECT IS HEREBY WAIVED.** Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the contract documents, including but not limited to the guaranty period provided in Section 20. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to Montezuma County.

19 **Evidence of Satisfaction of Liens.** Contractor shall provide Montezuma County with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until Montezuma County is reasonably satisfied that all claims or liens have been satisfied by Contractor.

20. **Acceptance of Work.** No act of Montezuma County, or of any representative thereof, either in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Montezuma County. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Montezuma County or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

21. **Guaranty of Work.** Contractor agrees to guarantee all work under this Agreement for a period of one year from the date of final acceptance by Montezuma County. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Montezuma County, then the Contractor shall, when notified by Montezuma County, immediately place such guaranteed work in a condition satisfactory to Montezuma County. Montezuma County
shall have all available remedies to enforce such guaranty, except Montezuma County shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Montezuma County such sums as were expended by Montezuma County for such work, unless Montezuma County has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

22. **Costs and Attorneys' Fees.** In addition to the indemnification provisions of this Agreement and the contract documents, and provided that Montezuma County is not in material default of this Agreement or the direct cause of litigation, the Contractor shall be responsible for and pay Montezuma County for all of the costs, expert, and attorneys' fees related to litigation or other forms of dispute resolution arising out of any matter related to this Agreement, the contract documents, or the work.

23. **Timing of Change Orders.** Montezuma County shall use reasonable efforts to grant or deny change orders within twenty-four hours and not later than seventy-two hours of request of the Contractor. The Project Manager shall be authorized to approve change orders which do not increase the price of the work as provided in Section 7. Change orders which increase the price of the work shall be approved or denied in writing by the Montezuma County Commissioners.

24. **No Assignment.** This Agreement shall not be assigned by the Contractor without the prior written approval of Montezuma County.

25. **Governing Law.** This Agreement shall be deemed entered into in Montezuma County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Montezuma County in connection with any dispute arising out of or in any matter connected with this Agreement.

26. **Subcontracting.** It is understood and agreed that the employment of the Contractor by Montezuma County for the purposes of said project shall be exclusive, but the Contractor shall have the right to employ such assistance as may be required for the performance of the project. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail involved in the employment of said assistance.

27. **Equal Opportunity Employer.**

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and
selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by Montezuma County.
28. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of Montezuma County. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of Montezuma County to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF MONTEZUMA COUNTY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

29) COLORADO RESIDENT EMPLOYMENT REQUIREMENT: Section 8-17-101 C.R.S., states: “Whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work in the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on such project of public works. “Colorado labor” as used in this article means any person who is a resident of the state of Colorado at the time of employment, without discrimination as to race, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification.

30) COLORADO ILLEGAL ALIENS REQUIREMENT: Section 8-17.5-102 C.R.S., states: A political subdivision shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract. Prior to executing a public contract for services, each prospective contractor shall certify that, at the time of certification, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the basic pilot program in order to verify that it does not employ any illegal aliens. If the contractor obtains actual knowledge that a subcontractor knowingly employs or contracts with an illegal alien, the contractor shall be required to: notify the subcontractor and the political
subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with illegal aliens; and terminate the subcontract with the subcontractor if within three days of receiving notice the subcontractor does not stop employing or contracting with the illegal alien.

31) **RESTRICTIONS ON PUBLIC BENEFITS:** Section 24-76.5-101 C.R.S., states: Individual natural persons over age 18 must confirm legal status. This includes contracts, grants, purchase orders and amendments with sole proprietors. Documentation required to be filed with the County include; Colorado Driver’s license or ID, Military, Coast Guard or tribal document. Applicant must execute an affidavit on legal status, and verify status in SAVE.

I, ________________________________ , swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit or I am a sole proprietor entering into a contract or purchase order with the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit or prior to entering into a contract with the State. I further acknowledge that making a false, fictitious, or fraudulent statement of representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and is shall constitute a separate criminal offense each time a public benefit is fraudulently received.

________________________________________  __________________________
Signature                                      Date

________________________________________  __________________________
Name (please print)                           Social Security Number
BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this _____ day of ____________________, 20__.

Montezuma County of Colorado

By:____________________________________
    Keenan Ertel, County Commissioner Chairman

ATTEST:

____________________________________
______________________________________, Contractor

By:____________________________________
    Its________________________________
MONTEZUMA COUNTY - 7TH STREET EXTENSION
CITY FIBER OPTIC INSTALLATION

Montezuma County Road Department
1680 Hwy 145
Cortez, Colorado 81321
Phone: (970) 565-8666
October 2019

SHEET INDEX

1  Cover Sheet
2-7  7th Street Plan & Profile Sheets

UTILITY COMPANY AND CONTACT INFORMATION

WATER
PHIL JENNINGS
P.O. BOX 108
4400 3RD STREET
Cortez, CO 81321
(970) 565-7726

SANTA FE WATER
2010 9TH STREET
Cortez, CO 81321
(970) 565-8664

MONTZUMA SOD FARM
1600 7TH STREET
Cortez, CO 81321
(970) 565-7726

FIBER OPTIC LINE
EISENBERGER
CITY OF CORTZ PUBLIC WORKS
CORTZ, CO 81321
(970) 565-7726

GREY COTTON
E P. E. CORPORATION
2000 5TH STREET
CORTZ, CO 81321
(970) 565-7726

CABLE TV
P.O. BOX 1234
CORTZ, CO 81321
(970) 565-7726

SMITH / STONE
ENGINEERING & SURVEYING
201 S. 3RD STREET
CORTZ, CO 81321
(970) 565-7726

PREPARED UNDER THE SUPERVISION OF

RYAN M. GORELAK, P.E.
COLORADO P.E. NO. 49233

DATE

Stoner Engineering & Surveying
Engineering, Testing & Surveying
201 S. 3RD STREET
CORTZ, CO 81321
Phone: (970) 565-7726
Remove existing 18" culvert as necessary to construct 7th Street. Dig perpendicular to existing pipe to be removed and replaced at outlet of new 24" CMP.
LOT 2
McELMO EAST MINOR SUBDIVISION
RN 485527
Installation of the 2-inch SDP 114 (smooth wall) pipe with trenching wire (T2-Gauge): Placement and other costs or incidental associated with the boring and materials, surveying, tracking, utility locations, stockpiling, handling, handling, boxes, storage, and marking posts. Work shall include all labor, equipment, and conduct under the street. City of course to provide all pipe trenching wire utility to the northwest corner of the intersection. No test holes or utility locations were Shall consist of the directional boring from the northwest corner of Sultana Streets.

Drawing:
With the trenching to install the fiber optic line as indicated on the construction installation as work progresses. Work shall include all labor, equipment, surveying. Contractor shall coordinate with owner to ensure pipe materials are available for from finished grade elevations unless otherwise indicated on the construction plans. Indicated in the construction drawings. Trenching depth shall be 12-24" in depth Shall consist of the trenching required to install the proposed fiber optic line as directed by the Engineer.

Completing the work. All existing rock shall be stockpiled on-site and reused and charge. Handling charges, and any other costs or incidental associated with suitable facility. Work shall include all labor, equipment, materials, disposal fees, and site within the work area. All debris shall be properly disposed of off-site at a required or otherwise designated on the construction drawings. The debris shall include all building, rock, oil dr tub, etc. unless otherwise noted; items found on the work unit. Pay item Description: Cleaning & grubbing. Item Description: item No. Work Description: Pay unit Description: Cleaning & grubbing. Item Description: item No. Work Description: Pay unit Description: Cleaning & grubbing. Item Description: item No. Work Description: Pay unit Description: Cleaning & grubbing. Item Description: item No. Work Description: Pay unit Description: Cleaning & grubbing. Item Description: item No. Work Description: Pay unit Description: Cleaning & grubbing.
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<tr>
<th>Work Item Description</th>
<th>Nov 2019</th>
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<tbody>
<tr>
<td>4</td>
<td>F/A</td>
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<tr>
<td>Rock Excavation</td>
<td>8 F/A</td>
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<tr>
<td>7 F/A</td>
<td>Minor Contract Revisions</td>
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<tr>
<td>6</td>
<td>Mobilization</td>
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<tr>
<td>5</td>
<td>Construction Surveying</td>
</tr>
<tr>
<td>2</td>
<td>2-Inch 5DF (smooth wall) pipe</td>
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</table>

Montezuma County - 7th Street Extension City Fiber Optic Installation

A force account item shall be included to cover the expense of trenching/excavating.

The planned construction operations.

A force account item shall be included in the amount of ten percent (10%) of the total base bid.

Mobilization may not be more than seven and one half percent (7.5%) of the total base bid.

May include the cost of the Performance Bond, performance bond, cost of insurance and project.

Any other costs or incidentals associated with the construction staging for this.

Grade checking, inspection, replacing stakes and/or monuments, maintaining and protecting work shall include all labor, equipment, materials, construction staging, and/or improvements shown on the construction drawings. Any construction surveying not provided by the contractor is responsible for verifying and values for property corners and P.C's. The contractor is responsible for verifying and providing all construction surveying necessary to complete the construction of all the items of work included in the Lump Sum for the various work items. All shall be included in the Lump Sum for the various work items. All shall be included in the Lump Sum for the various work items.

The construction drawings provide project control and benchmarks as well as Y, X, Z.

City of course to provide all pipe, trenching wire, utility marking tape, utility boxes, and utility marking poles.

Item Description: Work Description
Montezuma County - 7th Street Extension: City Fiber Optic Installation