


Addendum #1:



Project Information

Project Name:	Amour Hill Drive Drainage Improvements
Bid Number:	F23-07-061
Date:	July 26, 2023
Project Manager:	April Tamburelli

Addendum Item & Questions

Item #1	<i>Contact or communication with the landowners regarding the project needs not to occur between contractors, bidders, or property owners. It would be appropriate to state, you're onsite gathering information. Details are not to be discussed.</i>
Question #1	There are two utilities that are located on the east portion of the project site. They daylight in places. Are these utilities abandoned or in use?
Answer	<p>The utility lines located on the east side of the project site are called out as a telephone line and a Comcast line. Sheet 5 of the Construction plans calls out that these lines need to be relocated or protected. Contractor to coordinate with utility owner.</p> 
Question #2	Can the property to the east of the project site be used for construction activity?
Answer	<p>"The Temporary Access and Construction Easement" (TCE) was not included in the Bid Package. The TCE lists what the uses are allowed. Operating construction equipment is one of the uses. See the TCE starting on page 2 for more clarity.</p> <p>The Temporary Easement allows City to:</p> <ol style="list-style-type: none"> 1. enter on and have access to the Temporary Easement Area; <ol style="list-style-type: none"> a. Following an agreed upon access route as described in Exhibit C (1 Page), attached hereto and incorporated herein ("Temporary Access Route") 2. store materials related to work occurring the Temporary Easement Area; 3. operate construction equipment; 4. perform utility work and locates; 5. remove asphalt and concrete, if necessary; 6. grade, pave, and landscape, if necessary; and 7. perform any other work incidental to the construction of the Project, according to the terms and conditions set forth below.

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT is granted this ^{26th} day of ^{May} _____, 2023, by WIEDEMAN FAMILY FARM, LLC, whose address is 7611 West 4th Street, Greeley, Colorado 80634-9763 (“Grantor”), to the CITY OF GREELEY, COLORADO, a Colorado home rule municipality, whose address is 1000 10th Street, Greeley, Colorado 80631 (“City”).

Grantor owns property known by Weld County Parcel Number 080532400008, 095905100077, and 095905000043 and described on **Exhibit A** (3 Pages), attached hereto and incorporated herein (“Property”). For consideration, the receipt and adequacy whereof is hereby acknowledged, Grantor hereby grants to City, its employees, contractors, authorized permittees, successors and assigns, a Temporary Access and Construction Easement (“Temporary Easement”) over, on, and through a part of the Property for the purpose of facilitating the construction of a Stormwater Drainage Improvements within an existing City permanent easement (“Project”), necessary for public purpose. The land on which the Temporary Easement is situated is described on **Exhibit B** (1 Page), attached hereto, and incorporated herein (“Temporary Easement Area”).

The Temporary Easement allows City to:

1. enter on and have access to the Temporary Easement Area;
 - a. Following an agreed upon access route as described in **Exhibit C** (1 Page), attached hereto and incorporated herein (“Temporary Access Route”)
2. store materials related to work occurring the Temporary Easement Area;
3. operate construction equipment;
4. perform utility work and locates;
5. remove asphalt and concrete, if necessary;
6. grade, pave, and landscape, if necessary; and
7. perform any other work incidental to the construction of the Project, according to the terms and conditions set forth below.

The term of the Temporary Access and Construction Easement will commence ten (10) days following delivery by City of written notice to Grantor (“Easement Commencement Date”) and will terminate twelve (12) months after the Easement Commencement Date.

Grantor also grants City the right to reenter the Temporary Access and Construction Easement Area (“Right of Re-Entry”) after expiration of the term of the Temporary Easement for the sole purpose of correcting any defects, performing repairs, replacing landscaping and performing any other work necessary for the Project. The term of any Right of Re-Entry will commence ten (10) days following delivery by City of written notice to Grantor (“Re-Entry Commencement Date”) and will terminate two (2) weeks after the Re-Entry Commencement Date.

City shall return the Temporary Access and Construction Easement Area free from all construction debris and as nearly as practicable to its original condition, given the nature of the work being performed. If certain impediments to accessing the Temporary Access and Construction Easement Area, including without limitation, bumpers, temporary curbs or cables (“Access Impediments”), currently exist upon the Temporary Easement Area, Access Impediments

may be removed, but City shall to re-install Access Impediments before expiration of the Temporary Easement or the Right of Re-Entry, whichever occurs later.

To the extent allowed by applicable law, City shall hold harmless, defend and indemnify Grantor and its partners and respective affiliates, officers, directors, managers, shareholders, partners, employees and agents, from any loss, liability or damage or claim arising out of the Project which is the subject of the Construction Easement, including, without limitation, any judgment, award or settlement, other costs and expenses, and reasonable attorneys' fees incurred in connection with the defense of any actual or threatened claim or action based on any such act or omission, unless such loss, liability or damage results from such indemnified person's fraud, negligence or willful misconduct. Such attorneys' fees shall be paid as incurred.

Grantor, covenants that as of the date of execution of this Temporary Construction Easement it has good title to the Temporary Easement Area and has the right to grant the Temporary Easement and Right of Re-Entry.

This Easement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

This Easement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

{SIGNATURE PAGES TO FOLLOW}

GRANTOR:

WIEDEMAN FAMILY FARM, LLC
a Colorado Limited Liability Company

The undersigned certifies that he/she has authority to bind Grantor to the terms of this Temporary Access and Construction Easement.

DocuSigned by:
By: Alan Weideman Date: 5/16/2023
2F1007C414034BB...

Printed Name: Alan weideman Title: Manager

CITY:

CITY OF GREELEY, COLORADO,
a Colorado home-rule municipality

Real Estate Management:

DocuSigned by:
By: Kallasandra Moran Date: 5/16/2023
519C355CD08A43F...
Kallasandra Moran, Real Estate Manager

Owning Department:

DocuSigned by:
By: April Tamburelli Date: 5/26/2023
519C355CD08A43F...
April Tamburelli, Engineer II - Stormwater

DocuSigned by:
By: Karen Reynolds Date: 5/26/2023
694A5EA25B654EC...
Karen Reynolds, Stormwater Manager

**Exhibit A- Property
(Page 1 of 3)**

Parcel 1:

Weld County Parcel Number: 080532400008

Address: Vacant Land, Not Addressed

Legal Description: SW4SE4 & W60' SE4SE4 32 6 66

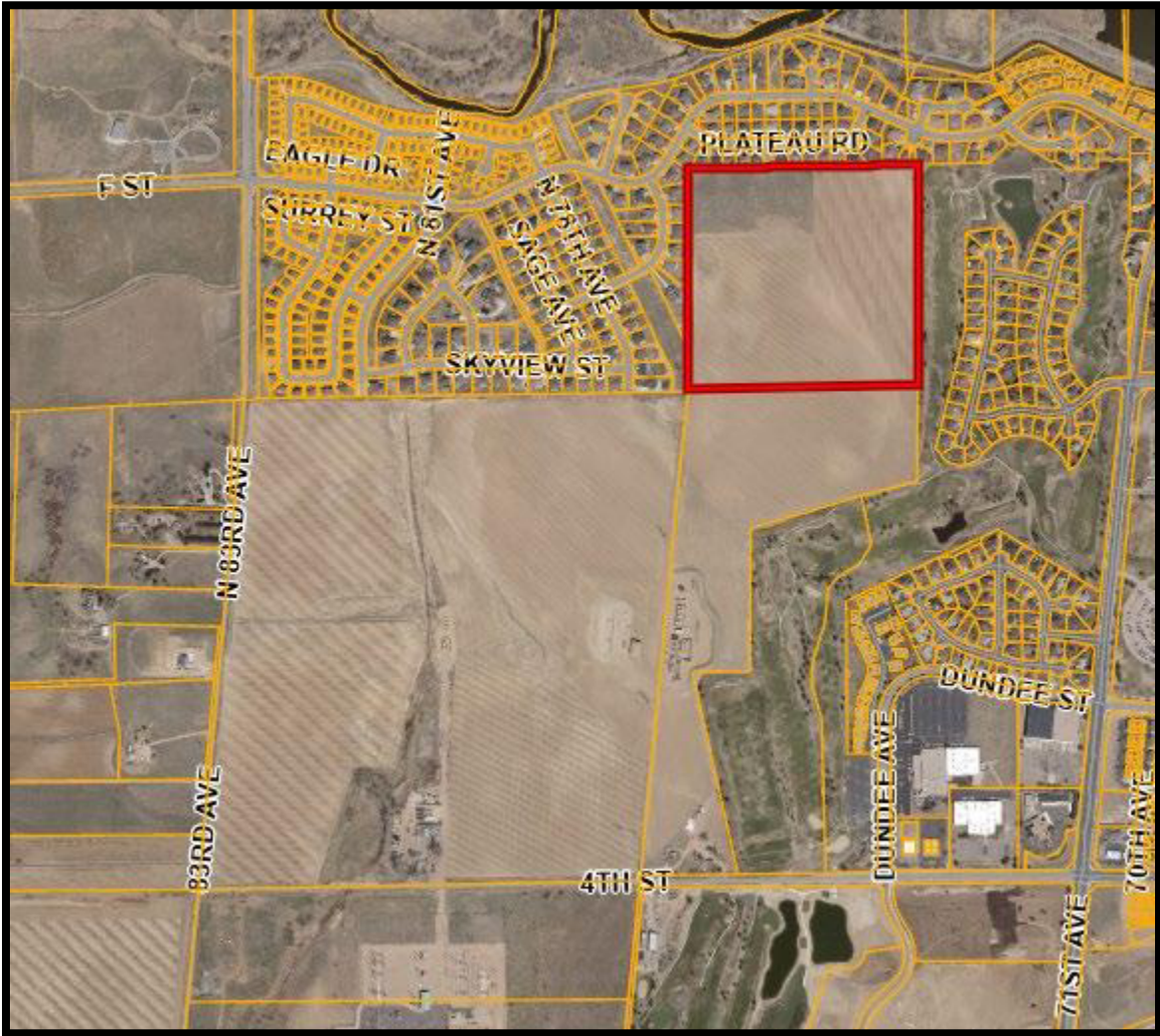


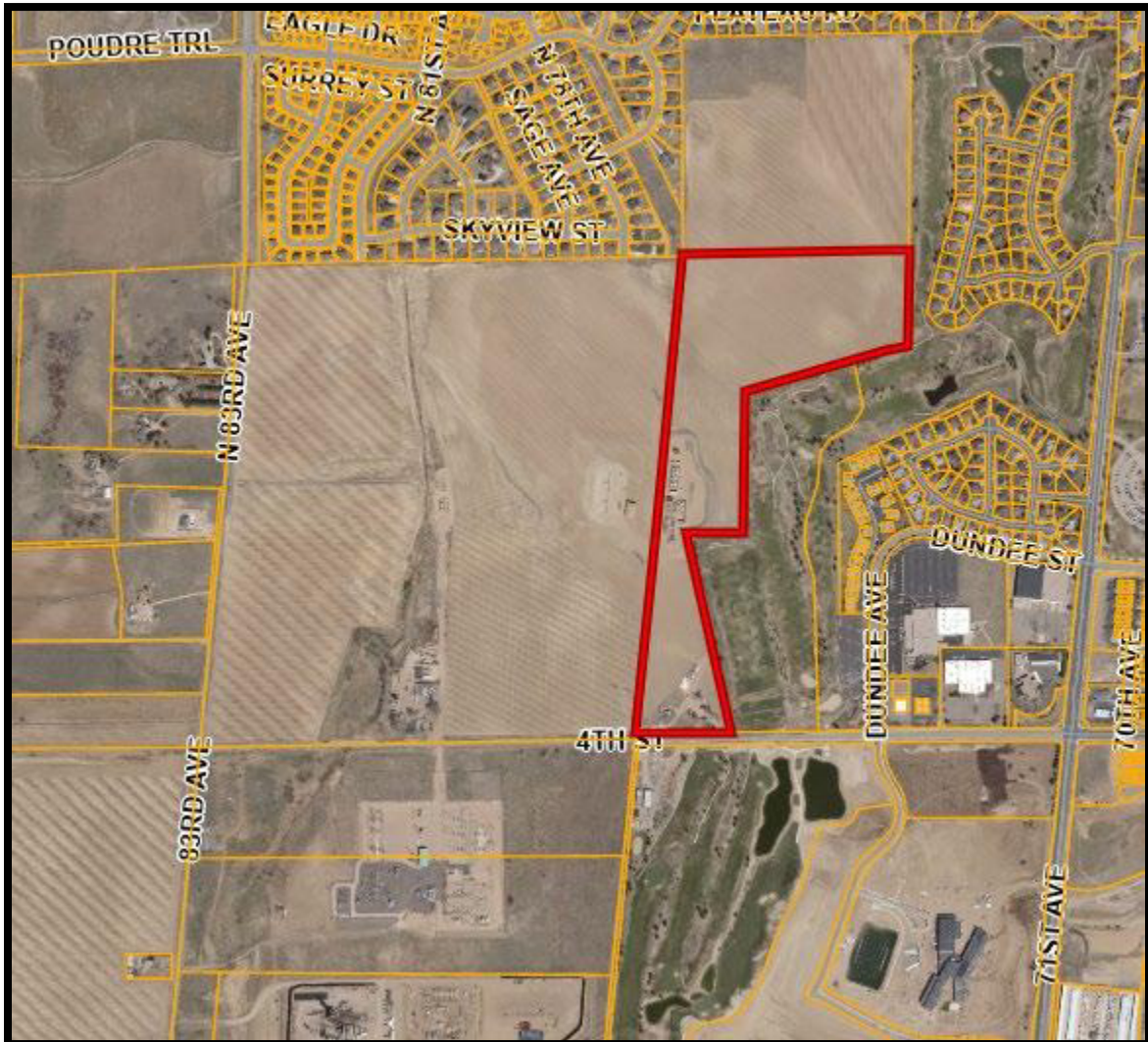
Exhibit A- Property
(Page 2 of 3)

Parcel 2:

Weld County Parcel Number: 095905100077

Address: 7611 West 4th Street, Weld County

Legal Description: PT NE4 5 5 66 W OF FOL LN BEG 30' N & 1175' E OF SW COR NE4 N2D7'W 918' N16D17'W 207' N0D15'W 136' N17D39'E 247' N4D45'E 207' N38D13'E 96.5' N60D58'E 141' N31D26'E 144' N12D11'W 300' N70D38'E 370' N510' TO PT 60' E OF 1/4 1/4 COR EXC BEG 30'N & 1175'E OF SW COR OF NE4 N02D07'W 918' N16D17'W 207' N0D15'W 136' N17D39'E 247' N04D45'E 207' N38D13'E 96.5' N60D58'E 141' N31D26'E 144' N12D11'W 300' S73D08'W 691.82' SLY 859.08' WLY 343.67' SELY 1226.94' ELY 581.15' TO BEG EXC UPRR RES (1D.69D7LONG)



**Exhibit A- Property
(Page 3 of 3)**

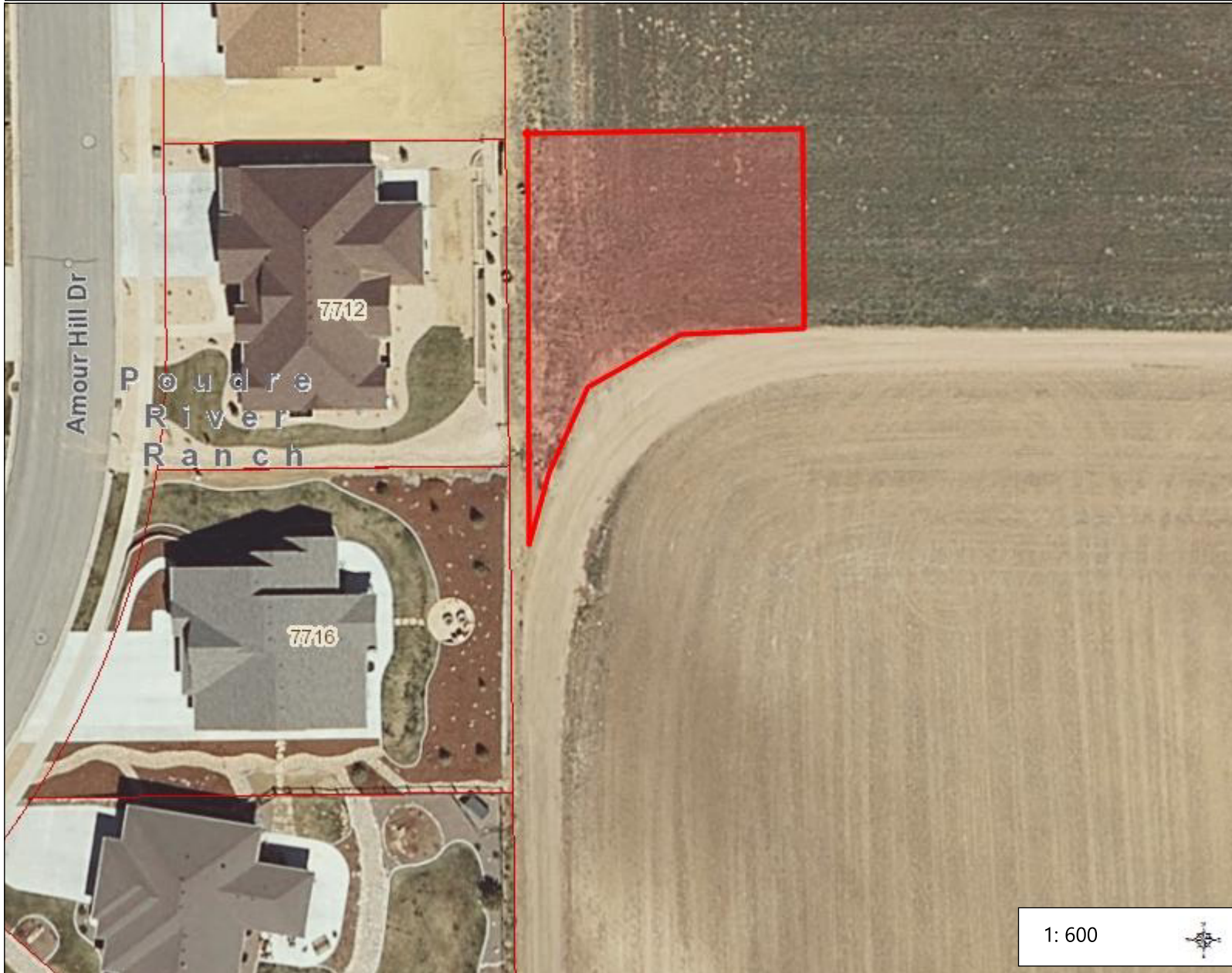
Parcel 3:

Weld County Parcel Number: 095905100077

Address: 7611 West 4th Street, Weld County

Legal Description: NW4 5 5 66 EXC UPRR RES





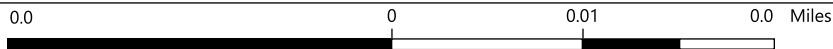
Legend

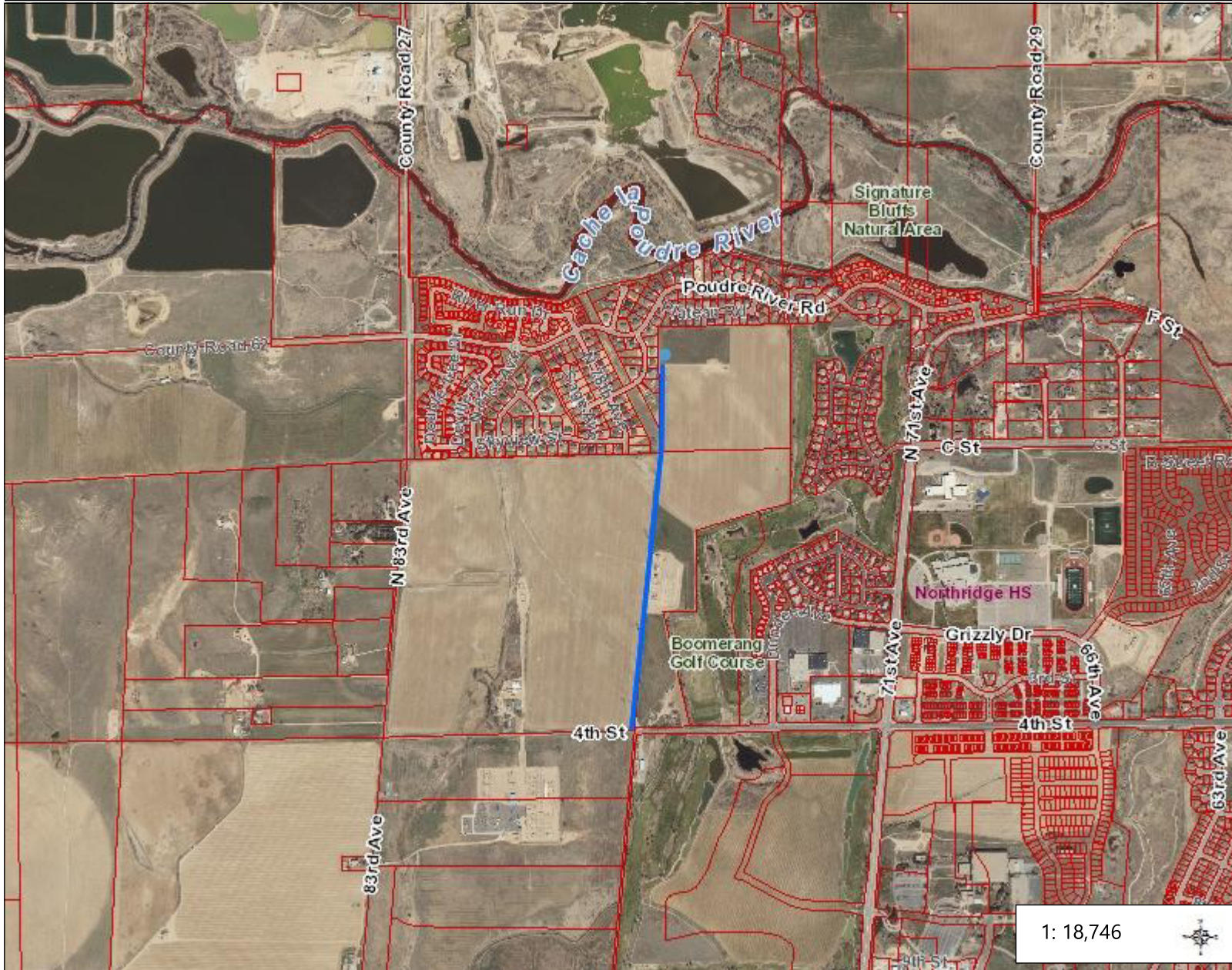
- City Voting Wards
- GreeleyBaseData.DBO.FIRMn
- Greeley Fire Response Areas
- Weld Subdivisions
- Colorado School Districts
- High School Attendance Areas
- Middle School Attendance Areas
- Elementary School Attendance Areas
- GreeleyBaseData.DBO.Parcel

Notes

Red Area (0.25) TCE for Staging of Equipment and Materials

07/26/2023





Legend

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Notes

This Exhibit depicts access via Wiedeman farm road off 4th Street. One half mile west of 71st Avenue, 4000 feet North

07/26/2023

0.6 0 0.30 0.6 Miles

NAD_1983_HARN_StatePlane_Colorado_North_FIPS_0501_Feet

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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