WELD COUNTY

CONTRACT BID DOCUMENTS

AND

SPECIFICATIONS

FOR THE

BULK PORTLAND CEMENT FOR 2019

(with options for 2020/2021)

March 2019

for

Weld County Public Works
Road & Bridge Construction
1111 H Street
P.O. Box 758
Greeley, Colorado 80632
970-304-6496
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The following provisions take precedence over Specifications or Plans and supplement the 2017 edition of the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction” (Standard Specifications) which is to be used to control construction of this project.

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REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: March 20, 2019
BID NUMBER: #B1900078
DESCRIPTION: 2019 Bulk Portland Cement
DEPARTMENT: Public Works Department
MANDATORY PRE-BID CONFERENCE DATE: NA
BID OPENING DATE: April 10, 2019

1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

2019 Bulk Portland Cement (with possible two, one-year renewals)

The project in general consists of supplying and delivering bulk Portland cement to certain Public Works projects sites during the 2019 construction year. Public Works estimates the total volume required will be between 6,500 – 7,500 tons for various locations within Weld County. The cement shall be delivered to the job site with a tanker truck capable of transporting approximately 25 tons of cement and transferring or pumping material into a cement spreader truck.

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room #107 Greeley CO 80631 until: 10:00am on April 10, 2019 (Weld County Purchasing Time Clock).

PAGES 1 – 11 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-11 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 11.

2. INVITATION TO BID:

Weld County requests bids for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at https://www.weldgov.com/departments/purchasing located under “Current Requests”. And, on the Bidnet Direct website at www.bidnetdirect.com. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County – 2 methods:

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1. **Email.** Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: "I hereby waive my right to a sealed bid". An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631.

   Please call Purchasing at 970-400-4222 or 4223 if you have any questions.

3. **INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION**

   Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Weld County Controller/Purchasing Director/Purchasing Director, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

   Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director/Purchasing Director for the premature opening of a bid not properly addressed and identified. Bids may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director/Purchasing Director; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded. Bidders are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the bidders’ risk.

   In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.
In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.

4. SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.
5. **GENERAL PROVISIONS**

A. **Fund Availability:** Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. **Trade Secrets and other Confidential Information:** Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor:** The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.
F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County.
and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful bidder further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance.

The bidder warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful bidder shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder
shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any business or personal activities or practices or maintain any relationships which actually conflict with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.

T. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.

V. **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. **Compensation Amount:** Upon the successful bidder’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code.

X. **Taxes:** County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. **INSURANCE REQUIREMENTS**

**General Requirements:** Successful bidders must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Successful bidders shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Successful bidder. Successful bidder shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Successful bidder from liabilities that might arise out of
the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The successful bidder shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.

The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all materials and services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

**Types of Insurance:** The successful bidder shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers’ Compensation Insurance** as required by state statute, and Employer’s Liability Insurance covering all of the successful bidder’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such successful bidder or subcontractor executes the appropriate sole proprietor waiver form.

**Commercial General Liability Insurance** for bodily injury, property damage, and liability assumed under an insured contract, and defense costs, with the minimum limits must be as follows:
- $1,000,000 each occurrence;
- $2,000,000 general aggregate;
- $2,000,000 products and completed operations aggregate;
- $1,000,000 Personal Advertising injury

**Automobile Liability:** Successful bidder shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles.
operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Successful bidders shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the Request for Bid.

Proof of Insurance: County reserves the right to require the successful bidder to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Successful bidder’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Successful bidder’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Successful bidder. Successful bidder shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
PROJECT INFORMATION:

Purpose

The project in general consists of supplying and delivering bulk Portland cement to various Weld County Public Works projects sites during the 2019 construction year.

Product Delivery Location(s):

A map showing the project location can be found in this document on page 21, Appendix A.

1) WCR 29 from SH 14 to WCR 94.5
2) WCR 28 from WCR 39 to WCR 41
3) WCR 13 from SH 66 to WR 34
4) WCR 60.5 from WCR 47 to WCR 51.5
5) WCR 41 from WCR 26 to WCR 28
6) WCR 18 from WCR 33 to WCR 37
7) WCR 5 from WCR 40.5 to BR 5/42A
8) Weld County Public Works (1111 H Street, Greeley CO, 80632-0758

Scope and General Specifications:

The project in general consists of supplying and delivering bulk Portland cement to certain Public Works projects sites during the 2019 construction year. Public Works estimates the total volume required will be between 6,500 – 7,500 tons for various locations within Weld County. The cement shall be delivered to the job site with a tanker truck capable of transporting approximately 25 tons of cement and transferring or pumping material into a cement spreader truck.

WELD COUNTY PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

The Colorado Department of Transportation 2017 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

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REVISION OF SECTION 101

DEFINITION OF TERMS

Section 101 – Definition and Terms is hereby revised for this project as follows:

Subsection 101.28 Department delete first sentence and replace with Weld County Department of Public Works. A department within the Government of Weld County Colorado

Subsection 101.29 Replace Chief Engineer of the Department with Director of Weld County Public Works Department

Subsection 101.39 Laboratory – replace Department with Weld County

Subsection 101.58 Replace Regional Transportation Director with Director of Weld County Public Works Department

Subsection 101.76 Replace State with Weld County

All references to State, CDOT and the Department of Transportation shall be defined as Weld County acting directly on or through its duly authorized representative or agent.

The remainder of this page left blank intentionally
REVISION OF SECTION 106

DELIVERY

Section 100 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Delivery of the material shall conform to all federal, state, and local load requirements for highway transport loadings. Delivery shall include equipment and personnel necessary to transport bulk cement to the project site including the transfer of the bulk cement into Owner’s cement spreader equipment which is capable of holding 25 tons when empty plus or minus 500 lbs.

METHOD OF MEASUREMENT

Delivery shall be measured by the miles traveled for a round trip delivery from plant location to project site. Delivery shall be based upon an approximately 25 ton/truck transport. Delivery of more than 25 ton per load will require additional time to unload and payment for standby time may not apply.

CANCELLATION OF SCHEDULED DELIVERY

Normal contract mileage will be paid by Owner for scheduled deliveries if the delivery is not cancelled at least 2 hours before the scheduled time of delivery. If the load is cancelled at least 2 hours before the scheduled delivery no delivery charge will be paid by the Owner. The contractor will provide a contact number to Owner to cancel deliveries that is available at least 2.5 hours before the first scheduled delivery of that day.

BASIS OF PAYMENT

Payment will be made at the contract unit price per mile.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery (Roundtrip) (Project)</td>
<td>Mile</td>
</tr>
<tr>
<td>Est. tons (See Appendix A)</td>
<td>Mile</td>
</tr>
</tbody>
</table>

The remainder of this page left blank intentionally
REVISION OF SECTION 106

STANDBY TIME

Section 100 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Standby Time shall for those hours beyond the first 1.5 hours from the requested or scheduled arrival time by the Owner to job site.

METHOD OF MEASUREMENT

Standby Time will be measured by the hour beyond the first 1.5 hours of requested or scheduled arrival to the job site. Arrival time shall be coordinated with the Owner and no standby time will be paid for if delivery is 15 minutes after the scheduled arrival time as requested by the Owner.

BASIS OF PAYMENT

Payment will be made at the contract unit price per hour or as agreed to on-site by the Contractor and Owner and shall include equipment and personnel.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standby Time</td>
<td>Hour</td>
</tr>
</tbody>
</table>

The remainder of this page left blank intentionally
REVISION OF SECTION 701

PORTLAND CEMENT

Section 700 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Portland Cement shall conform to the requirements of the following specifications for the type specified.

MATERIALS

Portland Cement shall comply with the latest specifications (ASTM C150 or AASHTO M85).

METHOD OF MEASUREMENT

Portland Cement will be measured by the ton.

BASIS OF PAYMENT

Payment will be made at the contract unit price per ton for the material delivered to the job site and incorporated into the work and verified by weigh tickets or as approved by the Owner.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portland Cement (Type I-II)</td>
<td>Ton</td>
</tr>
<tr>
<td>Low Alkali</td>
<td></td>
</tr>
</tbody>
</table>
Weld County Contact:

Questions related to the project and procedures should be directed to:

Joshua J. Holbrook – Construction Inspection Supervisor
Weld County Public Works
970.304.6496, ext. 3743
jholbrook@weldgov.com

Duane Naibauer – Road and Bridge Construction Supervisor
Weld County Public Works
970.304.6496, ext. 3786
dnaibauer@weldgov.com

Terms and Conditions:

All vendors will be required to sign Weld County’s Materials Agreement.

The Agreement shall commence approximately April 2019 and continue in full force for one year. At the option of the County, the Agreement may be extended for up to two (2) additional years. Increases in the Cost may be negotiated for subsequent renewal of the second and third additional one-year periods. The base price per ton may increase from one year to the next by no more than the increase reflected in the Engineering News Record (ENR) for the Cost Index for Denver Portland Cement (Type 1). That increase will be based on the percentage change from year to year.
## 2019 BID SCHEDULE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portland Cement (Type I-II) (Low Alkali) (Est. 7,181 tons)</td>
<td>Ton</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>WCR 29 Project (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) Est. 1,813 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>WCR 28 Project (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) Est. 279 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>WCR 13 Project (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) Est. 871 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>WCR 60.5 Project (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) Est. 1,163 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>WCR 41 Project (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) Est. 372 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>WCR 18 Project (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) 1,490 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>WCR 5 Project (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) Est. 261 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
<tr>
<td><strong>Public Works Department (see Appendix A)</strong> Delivery (Roundtrip for 25 ton load) Est. 931 tons</td>
<td>Mile</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

Standby Time (Est. 20 hours) Hour $_____________

Appendix A includes a map of the anticipated project locations as well as an estimate tonnage amount for each site. This information is included as information only and is subject to change without modifications to the approved bid amounts.
Plant Location (List the address from where the cement will be delivered from)

Location 1
Plant Name:________________________________________

Physical Address:_____________________________________

City, State:_________________________________________

Location 2
Plant Name:________________________________________

Physical Address:_____________________________________

City, State:_________________________________________

Please note below if Plant locations have limitations on availability or special requirements

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
ACKNOWLEDGEMENT OF BID DOCUMENTS

Bid Opening Checklist: All of the following pages must be submitted with every bid submittal. Failure to submit any of these documents will disqualify your bid.

- Receipt of addenda(s), if any.
- W-9 (page 23)
- Anti-Collusion Affidavit. (page 22)
- Bid Schedule (pages 18-20)
- Supply Bond (Page 24)

The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1900078.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM ____________________________________________

BUSINESS ADDRESS ______________________________________

CITY, STATE, ZIP CODE ______________________________________

TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________

PRINTED NAME AND TITLE______________________________________________________________

SIGNATURE __________________________________________________________________________

E-MAIL _______________________________________________________________________________

DATE______________________________________________

**THE SUCCESSFUL BIDDER SHALL PROVIDE A W-9 IF NOT ALREADY ON FILE**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 11.
SITES:
- WCR 29 fr. SH 14 to WCR 94.5
- WCR 28 fr. WCR 39 to WCR 41
- WCR 13 fr. SH 66 to WCR 34
- WCR 60.5 fr. WCR 47 to WCR 51.5
- WCR 41 fr. WCR 26 to WCR 28
- WCR 18 fr. WCR 33 to WCR 37
- WCR 5 fr. WCR 40.5 to BR 5/42A
- Weld County Public Works

ESTIMATED TONS of CEMENT:
- 1,813
- 279
- 871
- 1,163
- 372
- 1,490
- 261
- 931
- TOTAL: 7,181 Tons

APPENDIX A
WELD COUNTY 2019 CEMENT LOCATION MAP

Legend
- Greeley
- WCR 29 - SH 14 to CR 94.5
- WCR 28 - CR 39 to WCR 41
- WCR 13 - SH 66 to WCR 34
- WCR 60.5 - CR 47 to CR 51.5
- Other
- Municipal, Paved
- Paved
- County Boundary
- Gravel
- Municipal, Gravel
COLORADO DEPARTMENT OF TRANSPORTATION

ANTI-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high, non-competitive bid or other form of complementary bid.
3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, non-competitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by, or from any firm or person to submit any intentionally high, non-competitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm’s submitting any intentionally high, non-competitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm’s bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name

By

Title

Date

Second contractor's firm or company name (If joint venture)

By

Date

Title

Sworn to before me this day of, 20

Notary Public:

My commission expires

NOTE: This document must be signed in ink.
**Form W-9**

**Request for Taxpayer Identification Number and Certification**

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name/discontinued entity name, if different from above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Check appropriate box for federal tax classification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Individual/sole proprietor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limited liability company. Enter the tax classification (C, S Corporation, P-partnership)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>☐ Other (see instructions)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address (number, street, and apt or state no.)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City, state, and ZIP code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Requestor’s name and address (optional)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>List account number(s) here (optional)</th>
</tr>
</thead>
</table>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
</tr>
</tbody>
</table>

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<table>
<thead>
<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments: The IRS has created a page on IRS.gov for information about Form W-9. See www.irs.gov/iform. Information about any future developments affecting Form W-9 (such as legislation enacted after the release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requestor) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), and

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct.

Note: If you are a U.S. person and a requestor gives you a form other than Form W-9 to request your TIN, you must use the requestor’s form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships: Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
SUPPLY CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That, ____________________ as Principal, (hereinafter called the Supplier),
(here insert full name and address or legal title of Supplier)

and____________________________ as Surety, (hereinafter called Surety),
(here insert full name and address or legal title of Surety)

are held and firmly bound unto Weld County as Oblige, (hereinafter called the Buyer), in the just and full sum of

(here insert full name and address or legal title of the Buyer)

for the payment of which sum, well and truly to be made, the said Supplier and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Supplier has entered into a certain written contract with the Buyer dated_______20____ to furnish the following briefly described supplies: ________________which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, the said Supplier and Surety shall fully indemnify and reimburse the Buyer for any loss that it may suffer through the failure of the Supplier to furnish said supplies in accordance with the terms of said contract, at the time(s), and in the manner therein specified. This includes any reasonable and additional costs the Buyer must expend in order to fulfill the terms of the contract, such as replacing material at additional cost.

IN WITNESS WHEREOF, the said Supplier and Surety have signed and sealed this instrument this the ___________ day of ___________________ , 20__

________________________________________
(Principal)
(Seal)
________________________________________
(Title)
________________________________________
(Witness)
________________________________________
(Surety)
(Seal)
________________________________________
(Title Attach valid Corporate Power of Attorney Form)
________________________________________
(Witness)