WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS

AND SPECIFICATIONS FOR PROJECT:
RECYCLED ASPHALT CRUSHING
(With Renewal Options for 2020/2021)

MAY 2019

Weld County Public Works
Division of Road and Bridge
P.O. Box 758
1111 H Street
Greeley, Colorado 80632
970-304-6496
The following checked forms and provisions take precedence over plan drawings 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 administer the construction of this project.

**BIDDING REQUIREMENTS:** *All Bidders must submit these forms with their Bid.*

- Notice to Bidders .................................................................................................................................................................. 3
- Invitation for Bids .................................................................................................................................................................. 3
- Instructions to Bidders ..................................................................................................................................................... 4-12
- *Anti-Collusion Affidavit .................................................................................................................................................... 13
- Specifications/Scope of Work/Terms and Conditions ................................................................................................... 14-15
- *Bid Schedule ..................................................................................................................................................................... 16
- *Bid Bond ...................................................................................................................................................................... 17-18
- Receipt of Addenda ............................................................................................................................................................ 19
- *IRS Form W-9 .................................................................................................................................................................... 20
- *Statement of Qualifications and Subcontractors ........................................................................................................ 21-24

**WELD COUNTY CONTRACT FORMS:** **Low Bidder must submit these forms prior to Contract Award.**

- **Notice of Award ............................................................................................................................................................... 25
- **Sample Agreement .......................................................................................................................................................... 26-35
- **Performance Bond .......................................................................................................................................................... 36-37
- Notice to Proceed ............................................................................................................................................................... 38
- Notice of Acceptance .......................................................................................................................................................... 39

**Appendix:**

- Project Location Map .......................................................................................................................................................... 40
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:

The project in general consists of producing up to 20,000 tons of ¾” minus millings and up to 5,000 tons of ¾” crushed concrete with some screened 1” to 3” clean concrete cobble. Weld County will furnish the location and materials to be crushed. The contract is a one-year commitment with the option of renewal for up to two years.

RECYCLED ASPHALT CRUSHING

A mandatory pre-bid conference will be held on May 15, 2019 at 9:00 AM, at the Weld County East Davis Yard located at 23782 CR 60.5, Greeley, CO 80631.

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: Thursday, May 23, 2019 at 10:00 AM (Weld County Purchasing Time Clock).

PAGES 1 – 8 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-8 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 8.

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 “Bids/Proposals/Tabulations”. 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:

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 non exclusive 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 conflicts 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, sub-contractors, 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.
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. B1900095.
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, product specifications and scope of services), and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.
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______________________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

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.
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 price(s) 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 or 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.
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

Date

Title

Subcontractor's firm or company name (furnish schedule)

By

Date

Title

Sworn to before me this day of, 20

Notary Public

My commission expires

NOTE: This document must be signed in ink.
SPECIFICATIONS AND/OR SCOPE OF WORK:

The Colorado Department of Transportation, 2017 Standard Specifications for Road and Bridge Construction, are the guidelines for the construction standards of this project. The following general conditions supplement the 2017 Standard Specifications for Road and Bridge Construction.

Purpose:
This project in general consists of producing 20,000 tons of ¾’ minus millings and 5,000 tons of crushed concrete. The contractor shall screen off approximately 34% of 1” to 3” clean aggregate and stockpiled separately. When computing tonnage of crushed concrete, the ¾” minus shall be scaled on stacker accounting for 66% of total concrete crushed with 34% added for the 1” to 3” clean that is not scaled to make a total of 100% crushed concrete. Weld County will furnish the location and materials to be crushed. The contractor will produce the millings with an impact crusher that will be fed by county crews and equipment.

GENERAL CONDITIONS AND SCOPE:

1. The County will furnish the material to be crushed, location, one (1) track excavator with operator and two (2) loaders with operators.

2. The contractor will need to furnish an impact crusher capable of crushing ¾” minus material and screening off 1” to 3” clean concrete cobble. Contractor will also furnish one 70ft stacker with scale for tonnage and power to operate stacker.

3. The full-time on-site support member is to operate and perform all maintenance on contractor owned equipment that will be used. The on-site support member line item will not be used during the set up/tear down of equipment and/or when contractor owned equipment breaks down. Contractor will supply fuel for contractor equipment and Weld County will supply fuel for Wed County equipment.

4. Weld County will select the bidder based on the lowest cost to the County,

5. Payment shall be made according to the bid prices per ton of material produced as determined by certified scale on the stacker. Contractor shall supply documentation of last certification of scale on stacker.
6. The Contractor shall follow all OSHA AND MSHA regulations.

7. Weld County Public Works personnel normally work 7:00am to 3:30pm, Monday through Friday. Working after 3:30pm and Saturday/Sundays will need approval from Road and Bridge Construction Supervisor Duane Naibauer.

**Weld County Contacts:**

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

**Duane R. Naibauer – Road and Bridge Construction Supervisor**
Weld County Public Works
(970) 400-3786
dnaibauer@weldgov.com

**Curtis Hall – Deputy Director**
Weld County Public Works
(970) 400-3721
chall@weldgov.com

* The successful vendor is required to sign a separate contract (a sample contract is included as a separate attachment.)

**TERMS AND CONDITIONS:**
This one-year contract is renewable for up to (2) additional years. Material cost adjustments will be considered at the end of each calendar year that this contract represents. Any price adjustments must be verified by justification of base bid cost increase of materials, labor or other associated items included in the original cost of the material supply. Cost increase must be consistent with regional trends. Weld County will use the ENR Cost Index. 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 for the cost index for the Crushed Stone/Asphalt Course out of Denver as a measure of reasonableness for justified increase. Price adjustments will not be implemented without final approval from Weld County. Weld County reserves the right to cancel this contract and re-bid the surface gravel supply contract if, in the opinion of the Public Works Director, the cost increase is not justified or consistent with regional trends.
# BID SCHEDULE 2019

## Recycled Asphalt/Concrete Crushing

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Unit</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Contract Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization (East Davis)</td>
<td>Each</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Mobilization (Kersey Grader Shed)</td>
<td>Each</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cost per Ton Crushing (Millings/Asphalt)</td>
<td>Ton</td>
<td>20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Normal Chamber and blow bar wear (Millings/Asphalt)</td>
<td>Ton</td>
<td>20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cost per Ton Crushing (Concrete)</td>
<td>Ton</td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Normal Chamber and blow bar wear (Concrete)</td>
<td>Ton</td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>On-site Support Member</td>
<td>Day</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>70 ft stacker with scale and power to operate</td>
<td>Day</td>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: 

* The successful vendor is required to sign a separate contract (a sample contract is included as a separate attachment.)
KNOW ALL MEN BY THESE PRESENTS, that ________________________ as Principal, and as Surety, are hereby held and firmly bound unto Weld County, Colorado (hereinafter called the “Owner”) in the penal sum of ________________________ Dollars ($__________), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated ________________, 2019 for the PROJECTS: Recycled Asphalt/Concrete Crushing as set out in the accompanying Bid.

WHEREAS, the Owner has required as a condition for receiving said Bid that the principal deposit with the Owner either a certified check equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for such construction if the Contract is to be awarded to him, that said sum be paid immediately to the Owner as liquidated damages and not as a penalty for the principal’s failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore:

A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the Owner in accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be required upon the forms prescribed by the Owner for the faithful performance and the proper fulfillment of said Contract, or

B. Withdraw said Bid within the time specified, or

C. Pay to the Owner the sum determined upon herein as liquidated damages, and not as a penalty, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this ________________________ day of ________________________, 2019 the name and corporate seal of each corporate party being hereeto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal ________________________
Address ________________________

ATTEST:
By: ________________________

Principal ________________________
Address ________________________

ATTEST:
By: ________________________
INSTRUCTIONS

The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.

If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.

The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.

Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.

A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the Owner are not in any way reduced by use of such standard printed bond form.
RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following Addenda to the Invitation for Bids, Drawings, Specifications and other Contract Documents.

Addendum No. ________________ Date:______________ By:______________

Addendum No. ________________ Date:______________ By:______________

Bidder agrees to perform all Work described in the Contract Documents for the unit prices as shown in the Bid Schedule. Payment will be based on the Lump Sum price or the actual quantities furnished, installed or constructed.

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

6. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for bid for Request No. B1900095

7. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.

8. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.

9. The signed bid submitted, all of the documents of the Request for Bid contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.

10. 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.

FIRM ___________________________________________ BY __________________________________
(Please print)

BUSINESS ADDRESS ____________________________________________________ DATE _____________

CITY, STATE, ZIP CODE _________________________________________________________________

TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________

SIGNATURE ________________________________ E-MAIL ___________________________________

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000.
**W-9**

**Request for Taxpayer Identification Number and Certification**

**Give Form to the requestor. Do not send to the IRS.**

### Name (as shown on your income tax return)

### Business name (disregarded entity name, if different)

Check appropriate box for federal tax classification:

- [ ] Individual(s) sole proprietor
- [ ] C Corporation
- [ ] S Corporation
- [ ] Partnership
- [ ] Trust/estate

Exemptions (see instructions):

- [ ] Exempt payee code (if any)
- [ ] Exemption from FATCA reporting code (if any)

### Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

### 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.

### 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 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.

### Sign Here

**General Instructions**

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

**Future developments.** The IRS has created a page on IRS.gov with information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we 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 requester) and, when applicable, to:

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

### Social security number

- -

### Employer identification number

- -

**Cat No. 10931X**

Form W-9 (Rev. 8-2013)
STATEMENT OF QUALIFICATIONS AND SUBCONTRACTORS

DATE OF THIS STATEMENT: ________________________________________________

All questions herein must be answered by all bidders and the information given must be legible, clear in meaning and comprehensive. The bidder will not be given the opportunity to further explain or defend any answers beyond the time that this statement is submitted with the bid. This statement must be notarized. Questions may be answered on separate attached sheets if necessary. The Bidder may attach and submit any additional information which is believed to be pertinent to this bid. Failure to complete this form pursuant to the directions herein may be cause for rejection of the bid. All bidders are reminded that a contract for the work described in the Contract Documents will be awarded to the lowest reliable, responsible and qualified bidder as determined by the County. The County reserves the right to waive informalities and/or irregularities and to reject any or all bids.

1. Name of Bidder
   (Company or Firm): _____________________________________________________

2. Permanent main office address: ____________________________________________
   Phone Number: __________________________________________________________
   Fax Number: ____________________________________________________________

3. Year Company was organized: ____________________________________________

4. Number of years this Company has been engaged similar construction: ________
   Under what firm, company or trade names has this company been engaged in this type of construction, how long under each name and how long has each company been bonding work? ________

5. List all projects that the Company has under contract at the present time. Show the contract amount and the anticipated date of completion for each:

   $ _____________________ $ _____________________ $ ____________

   $ _____________________ $ _____________________ $ ____________

   $ _____________________ $ _____________________ $ ____________

6. List all contracts which were not completed by the contracted and completion date. Include the project description and state the number of days beyond the contract completion date.

   _________________________________________________________________

   _________________________________________________________________

7. List all contracts within the last 3 years for which liquidated damages were assessed or may be assessed.

   _________________________________________________________________

   _________________________________________________________________
8. List all contracts within the last 3 years during which or after which the Company filed a protest with the owner.

_____________________________________________________________________________________

_____________________________________________________________________________________

9. List all contracts within the last 3 years during which or after which any of the Company’s subcontractors or suppliers filed a verified statement of claim with the owner or failed to provide the Company with a lien waiver upon request.

_____________________________________________________________________________________

_____________________________________________________________________________________

10. Has any owner, as party to any of the Company's contracts within the last 3 years, contacted the Company's bonding company concerning late completion of the project, poor performance on the project, etc., or attempted to have the performance bond invoked? If yes, explain in detail.

_____________________________________________________________________________________

_____________________________________________________________________________________

11. Describe all contracts that the Company failed to complete.

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

12. Describe all contracts on which the Company defaulted or from which the Company was terminated.

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

13. List all or a maximum of three (3) of the most recent projects, similar to the project described in these Contract Documents, which the Company has successfully completed within the last 5 years or are under construction at the present time. List the project name, location, project superintendent, owner’s representative and phone number, date completed and contract amount for each project.

Project Name: ___________________________________________ Location: ____________________________ Supt: ____________________

Owner's Representative: ___________________________ Phone: __________

Completion Date: ___________________________ Contract Amount: ____________________
14. List all of the subcontractors the Company intends to use under this contract, the work that each subcontractor will do and the percentage of the Company's bid that each contractor's work comprises. **IF REQUESTED, THOSE CONTRACTORS BEING FURTHER CONSIDERED FOR AWARD SHALL FURNISH, WITHIN 24 HOURS AFTER THE BID OPENING, A SEPARATE STATEMENT OF QUALIFICATIONS COMPLETED BY EACH SUBCONTRACTOR WHO WILL PERFORM 15% OR MORE OF THE WORK.**

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>WORK DESCRIPTION</th>
<th>% OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

15. List the principal members of the company who will be involved with this project, including the superintendent, foreman, project manager, etc.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>YRS. PERTINENT</th>
<th>EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16. List all lawsuits previously filed against or currently pending against you, the Company or any officers of the Company.

________________________________________________________________________

________________________________________________________________________
The undersigned hereby swears and affirms that the information contained herein is complete and true and further, hereby authorizes and requests any person, company, firm or corporation to furnish any information requested by the County of Weld in verification of the recitals comprising this Statement of Qualifications and Subcontractors.

Dated this __________________ day of ________________________, 2019.

Bidder: __________________________________________

Company

By: __________________________________________

Signature

Name: __________________________________________

(Please Type)

Title: __________________________________________

NOTARY

County of __________________________

) ss.

State of ____________________________

__________________________________________ being duly sworn,

deposes and says that he is ____________________________ of,

__________________________________________ (Title)

__________________________________________ (Company Name)

and that the answers to the foregoing questions

and all statements therein contained are true and correct. Subscribed and sworn before me this

____________________ day of, 2019.

(SEAL)

Commission Expires ____________________________ Notary Public

BID REQUEST #B1900095

Page - 24 -
NOTICE OF AWARD

PROJECT: Recycled Asphalt Crushing

To: _________________________________________
__________________________________________

Project Description:

The project in general consists of producing 20,000 tons of ¾” minus millings. Weld County will furnish the location and materials to be crushed. The contract is a one-year commitment with the option of renewal for up to two additional years.

This project is not subject to Federal or State contract requirements.

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of $____________________ or as shown in the Bid Schedule.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

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

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ______________ day of _____________, 2019.

Weld County, Colorado, Owner

By: ________________________________
    Duane R. Naibauer, Road and Bridge Construction Supervisor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_______________________________________________ (Contractor)

Dated this ______________ day of _________________. 2019.

By: ______________________________________  Title: ________________________________

   Barb Connolly                      Controller/Purchasing Director
THIS AGREEMENT is made and entered into this ___ day of ____________, 201_, by and between the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners, whose address is 1150 “O” Street, Greeley, Colorado 80631 hereinafter referred to as “County,” and ______________________, [an individual], [a limited liability partnership] [a limited liability company] [a corporation], who whose address is ________________________________, hereinafter referred to as “Contractor”.

WHEREAS, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the equipment, materials and services as set forth below; 

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Introduction.

The terms of this Agreement are contained in the terms recited in this document and in Exhibits___ and ___, each of which forms an integral part of this Agreement. Exhibits ___and ____ are specifically incorporated herein by this reference. County and Contractor acknowledge and agree that this Agreement, including specifically Exhibits____ and ____, define the performance obligations of Contractor and Contractor’s willingness and ability to meet those requirements.

Exhibit ____ consists of County’s Request for Bid (RFB) as set forth in “Bid Package No. B_________”. The RFP contains all of the specific requirements of County.

Exhibit ___ consists of Contractor’s Response to County’s Request for Bid. The Response confirms Contractor’s obligations under this Agreement.

2. Service or Work. Contractor 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 described in Exhibit __ which is attached hereto and incorporated herein by reference. Contractor shall coordinate with, the Weld County Director of Public Works or other designated supervisory personnel, (the “Manager”), to perform the services described on attached Exhibits ____ and ____. Contractor shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent Contractors performing services of a similar nature to those described in this Agreement. Contractor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements of Exhibits___ and ____ within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement. The material and/or equipment shall be delivered to the location(s) specified herein.

3. Term. The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until Contractor’s completion of the responsibilities described in Exhibits _______. Both of the parties to this Agreement understand and agree that the laws of the State of Colorado prohibit County from entering into Agreements which bind County for periods longer than one year. Therefore, within the thirty (30) days preceding the anniversary date of this Agreement, County shall notify Contractor if it wishes to renew this Contract. In its sole discretion, the County, by the Director of the Department of Public Works or his or her designee, may extend the time for the Contractor to complete the service or work, by not more than thirty (30) days. Such extension shall not increase the compensation to be paid to the Contractor nor change any other term herein.
4. 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. However, nothing herein shall be construed as giving Contractor the right to provide materials (or services) under this Agreement beyond the time when such materials (or services) become unsatisfactory to the County.

If this Agreement is terminated by County, Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the County; (2) the reasonable value to County of the materials which Contractor provided prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the County approves in writing which it determines is needed to accomplish an orderly termination of the work. County shall be entitled to the use of all material generated pursuant to this Agreement upon termination.

Upon termination, County shall take possession of all materials, equipment, tools and facilities owned by County which Contractor is using, by whatever method it deems expedient; and, Contractor shall deliver to County all drawings, drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by County, and these items, materials and documents shall be the property of County. Copies of work product incomplete at the time of termination shall be marked “DRAFT-INCOMPLETE.”

Upon termination of this Agreement by County, Contractor shall have no claim of any kind whatsoever against the County by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed and/or materials described herein properly delivered.

5. 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 Contractor shall be the basis for additional compensation unless and until Contractor 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.

6. Definitions

"Standard:" When the word "standard" is used in the specification to describe an item of equipment or its assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those which are regularly furnished as part of the principle unit or assembly and included in the selling price thereof.

"Reputable Manufacturer:" A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of Weld County that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.

"Or Equal:" The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and efficiency.

7. General Specifications, conditions, and information.

Design: Unless otherwise specified, any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the
kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.

8. Compensation/Contract Amount. Upon Contractor’s successful completion of the delivery or installation of the material or equipment and County’s acceptance of the same, County agrees to pay an amount no greater than $_______, which is the bid set forth in Exhibit ___. Contractor 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 Director of Weld County Public Works, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code. Any other provision of this Agreement notwithstanding, in no event shall County be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of the bid amount set forth in Exhibit ___. Contractor acknowledges that any work it performs or materials or equipment it supplies beyond that specifically authorized by County is performed at Contractor’s risk and without authorization under this Agreement. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the material, service or equipment for which payment was made did not perform as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be returned to County.

County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor 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.

Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefore by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20)

9. Independent Contractor. Contractor agrees that it is an independent Contractor and that Contractor’s officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County as a result of the execution of this Agreement. Contractor shall perform its duties hereunder as an independent Contractor. Contractor shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Contractor, its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through County and County shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind County to any agreement, liability or understanding, except as expressly set forth in this Agreement. Contractor 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 as set forth in Exhibit _____) provide proof thereof when requested to do so by County.

10. Subcontractors. Contractor acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of Contractor. Contractor 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. Contractor 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 Contractor by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, 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
Contractor and Contractor shall cooperate in such process. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors.

11. Ownership. All work and information obtained by Contractor under this Agreement or individual work order shall become or remain (as applicable), the property of County. In addition, all reports, data, plans, drawings, records and computer files generated by Contractor in relation to this Agreement and all reports, test results and all other tangible materials obtained and/or produced in connection with the performance of this Agreement, whether or not such materials are in completed form, shall at all times be considered the property of the County. Contractor shall not make use of such material for purposes other than in connection with this Agreement without prior written approval of County.

12. Confidentiality. Confidential financial information of Contractor should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, “CONFIDENTIAL.” However, Contractor is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., with regard to public records, and cannot guarantee the confidentiality of all documents. Contractor agrees to keep confidential all of County’s confidential information. Contractor agrees not to sell, assign, distribute, or disclose any such confidential information to any other person or entity without seeking written permission from the County. Contractor agrees to advise its employees, agents, and consultants, of the confidential and proprietary nature of this confidential information and of the restrictions imposed by this agreement.

13. Warranty. The Contractor warrants that materials, equipment, and services covered under this Agreement will meet the standards governing such materials, equipment, and services and the provisions of this Agreement. The Contractor further represents and warrants that all materials, equipment, and services shall be performed and delivered by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all materials, equipment, and services will conform to applicable specifications. In addition to the foregoing warranties, The Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one year warranty period during which the Contractor must correct any failures or deficiencies. This warranty shall commence on the date of County’s final inspection and acceptance of the materials or equipment. The Contractor warrants that the goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended; and the goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and the goods sold to Weld County, pursuant to this bid, conform to the minimum Weld County specifications as established herein. The Contractor 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. All warranties made by the Contractor, together with service warranties' and guarantees shall run to Weld County and its successors and assigns. Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted: detailed equipment specifications to include the warranty and descriptive literature.

Service Calls in the First One Year Period: The Contractor 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.

14. Acceptance of Services Not a Waiver. Upon completion of the work, Contractor shall submit to County originals of all test results, reports, etc., generated during completion of this work. Acceptance by County of reports, incidental material(s), and structures furnished under this Agreement shall not in any way relieve Contractor of responsibility for the quality and accuracy of the of the project. In no event shall any action by County hereunder constitute or be construed to be a waiver by County of any breach of this Agreement or default which may then exist on the part of Contractor, and County’s action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to County with respect to such breach or default. No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach. Acceptance by the County of, or payment for, the materials, equipment, or service completed under this Agreement shall not be construed as a waiver of any of the County’s rights under this Agreement or under the law generally.
Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Contractor 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 of the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Contractor shall notify the subcontractor and County within three (3) days that Contractor 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. Contractor 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. Contractor 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 Contractor participates in the State of Colorado program, Contractor shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Contractor 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. Contractor 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 Contractor 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, Contractor 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 Contractor receives federal or state funds under the contract, Contractor 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 Contractor 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.

16. Insurance and Indemnification.

General Requirements: Contractors 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. Contractors 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” or better. Each policy shall contain a valid provision or endorsement stating that the County will be notified of any reduction, loss, or modification to coverage. Such notice shall be sent to the Weld County Director of General Services 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 Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contractor 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 Contractor. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The
Contractor 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 Contractor 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 Contractor stipulates that it has met the insurance requirements identified herein. The Contractor 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 Contractor and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

INDEMNITY: The Contractor 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 Contractor to conform to any statutes, ordinances, regulation, law or court decree. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor’s Contract Professional’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 Contractor or subcontractor is exempt under Colorado Workers’ Compensation Act, AND when such Contractor 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;  
$1,000,000 general aggregate;  
$1,000,000 products and completed operations aggregate;

Automobile Liability:  Contractor 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.

Contractors 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 related Bid or Request for Proposal.

Proof of Insurance: County reserves the right to require the Contractor 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, Contractor’s insurer shall name County as an additional insured.

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

Subcontractors: All subcontractors, sub-contractors, 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 Contractor. Contractor 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. Contractor agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

Contractors Pollution Liability
Weld County requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor’s scope of services. Policy shall cover the Contractor’s completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: “Weld County its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

Minimum Limits:

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Loss</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

17. Non-Assignment. Contractor may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Contractor 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 Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

18. Examination of Records. To the extent required by law, the Contractor agrees that any duly authorized representative of County, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Contractor, involving all matters and/or transactions related to this Agreement. The Contractor agrees to maintain these documents for three years from the date of the last payment received.

19. 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.

20. Notices. County may designate, prior to commencement of work, its project representative (“County Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. The County Representative for purposes of this Agreement is hereby identified as, Director of Weld County Department of Public Works, or his designee. All notices or other communications (including annual maintenance made by one party to the other concerning the terms and conditions of this contract shall be deemed delivered under the following circumstances:
(a) personal service by a reputable courier service requiring signature for receipt; or 
(b) five (5) days following delivery to the United States Postal Service, postage prepaid addressed to a 
party at the address set forth in this contract; or 
(c) electronic transmission via email at the address set forth below, where a receipt or acknowledgment 
is required by the sending party; or 
(d) transmission via facsimile, at the number set forth below, where a receipt or acknowledgment is 
required by the sending party.

Either party may change its notice address(es) by written notice to the other.

Notification Information:

Contractor:
Attn.: President,
Address:
Address:
E-mail:
Facsimile:

With copy to:
Name:
Position:
Address:
Address:
E-mail:
Facsimile:

County:
Name:
Position:
Address:
Address:
E-mail:
Facsimile:

21. Compliance with Law. Contractor 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.

22. 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.

23. Entire Agreement/Modifications. This Agreement including the Exhibits attached hereto and incorporated 
herein, contains the entire agreement between the parties with respect to the subject matter contained in this 
Agreement. This instrument supersedes all prior negotiations, representations, and understandings or 
agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or 
supplemented only by a written instrument signed by both parties.

24. Fund Availability. Financial obligations of the County payable after the current fiscal year are contingent 
upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this 
Agreement by County does not create an obligation on the part of County to expend funds not otherwise 
appropriated in each succeeding year.

25. Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507. The 
signatories to this Agreement aver 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 Contractor’s services and Contractor shall not employ any person having such known interests. During the term of this Agreement, Contractor shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by Contractor to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of Contractor nor any member of Contractor’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor’s operations, or authorizes funding to Contractor.

26. 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.

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

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

29. 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.

30. Choice of Law/Jurisdiction. Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, Contractor agrees that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

31. Compliance with Davis-Bacon Wage Rates. Contractor understands and agrees that, if required by the provisions of Exhibit ____, the work shall be in compliance with the Davis-Bacon Wage Rates. (If compliance with this statute is required by County under this Agreement, a copy of the information is contained in Exhibit ____, County’s Request for Proposal, and is a part this Agreement.)

32. Attorneys Fees/Legal Costs. In the event of a dispute between County and Contractor, concerning this Agreement, the parties agree that each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

33. Binding Arbitration Prohibited: Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
Acknowledgment. County and Contractor acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Exhibits ____ and ____ , is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of ____________________, 2019.

CONTRACTOR:

_______________________________

By: ____________________________  Date ______________________________

Name: __________________________

Title: ___________________________

______________________________________________________________________________

WELD COUNTY:

ATTEST: BOARD OF COUNTY COMMISSIONERS
Weld County Clerk to the Board WELD COUNTY, COLORADO

BY: Deputy Clerk to the Board

Chair

APPROVED AS TO FUNDING: APPROVED AS TO SUBSTANCE:

_______________________________  _________________________________

Controller  Elected Official or Department Head

APPROVED AS TO FORM:

_______________________________

Controller/Purchasing Director

County Attorney
PERFORMANCE BOND
PROJECT: Recycled Asphalt Crushing

KNOW ALL MEN BY THE PRESENTS; that

__________________________________________, hereinafter called Contractor, and a

(Corporation, Partnership, or Individual)

__________________________________________, hereinafter called surety, are held and firmly bound unto

Weld County, Colorado

(Name of Owner)

P.O. Box 758, 1111 H Street, Greeley, Colorado 80632

(Address of Owner)

hereinafter called Owner, in the penal sum of ________________________ Dollars, ($_________________), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a certain Contract with the Owner, dated the _____ day of ________, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: Recycled Asphalt Crushing as described in the Invitation for Bids, Bid No. B1900095

NOW THEREFORE, if the Contractor shall well, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.
PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PERFORMANCE BOND
PROJECT: Recycled Asphalt Crushing

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this ________________ day of _____________________, 2019.

______________________________
Contractor

______________________________          By______________________________
(Contractor) Secretary

(SEAL)

______________________________
(Witness as to Contractor)          ________________________________
(Address)

______________________________
(Address)

ATTEST:

______________________________
(Surety) Secretary

(SEAL)

______________________________          By______________________________
Witness as to Surety          Attorney-in-Fact

______________________________
(Address)          ________________________________

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
NOTICE TO PROCEED
Recycled Asphalt Crushing

To: _______________________________ Date: ________________

_______________________________
_______________________________
_______________________________

PROJECT: Recycled Asphalt Crushing as described in the Invitation for Bids, Bid No. B1900095.

You are hereby notified to commence Work in accordance with the Agreement dated ______________________. The date of completion of all Work is therefore ____________________.

Weld County, Colorado, Owner

By _______________________________
Duane R. Naibauer, Road and Bridge Construction Supervisor

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

(Contractor)

Dated this ______ day of _____________, 2019.

By_______________________________

Title _______________________________
RE: Recycled Asphalt Crushing as described in the Invitation for Bids, Bid No. B1900095

This is to inform you that the above referenced job, has been satisfactorily completed in accordance with the Contract Documents and is hereby accepted. Final payment will follow the 30 day advertisement period and will be made on or about ____________________________.

Final acceptance does not relieve the Contractor of the minimum one (1) year guarantee on all work and materials incorporated into this Project. Such guarantee shall begin on the date of this acceptance.

Weld County, Colorado, Owner

By: ________________________________
    Duane R. Naibauer, Road and Bridge Construction Supervisor