



MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this 30th day of April by and between **Mesa County, Colorado**, a political subdivision of the State of Colorado, hereinafter in referred to as the "Owner" and/or "County" and **Oldcastle SW Group, Inc dba United Companies of Mesa County**, hereinafter referred to as the "Bidder" and/or "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised the sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **IFB-Hot Mix-2024-HC Hot Mix Asphalt 2024**;

WHEREAS, the Contract has been awarded to the above named Bidder by the Owner, and said Bidder is now ready, willing and able to provide the product/materials specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Bidder, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Solicitation Documents for the Project, including all amendments, clarifications, and exhibits thereto, for the Invitation for Bid entitled "**IFB-Hot Mix-2024-HC Hot Mix Asphalt 2024**," attached hereto as Exhibit A and incorporated herein by reference ("Invitation for Bid");
- Bidder's Bid Responses ("Bid"), attached hereto as Exhibit B and incorporated herein by reference;

- Change Orders, if any; and
- This Contract.

Should there be any conflict between the terms of this Contract and the terms of any of the other Contract Documents, the terms of this Contract shall control.

ARTICLE 2

Definitions: The definitions provided in the Invitation for Bid entitled "IFB-Hot Mix-2024-HC Hot Mix Asphalt 2024," Exhibit A, apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Product: The Bidder shall sell, transfer, and make available for delivery and/or pick up by the Owner Hot Mix Asphalt ("Material") as further set forth in the Bid and defined in the Invitation for Bid. The Bidder agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to successfully fulfill the requirements associated with, set forth, shown, and included in the Contract Documents as indicated in the Invitation for Bid.

The Owner will conduct in-house and independent testing to verify the Material's conformance to specifications. Material not conforming to the required specifications shall be removed at Bidder's expense and replaced with Material that meets the specifications in the Contract Documents.

ARTICLE 4

Contract Time: The term of this Contract shall be from April 30, 2024 to December 31, 2024. Time is of the essence with respect to this Contract. The Bidder hereby agrees to commence work under the Contract on or before the date specified in the Invitation for Bid. The County shall have the right to renew the Contract for 4 (four) additional one (1) year periods, or any portion thereof. If the option for the renewal is exercised by the County, the Bidder shall agree, in writing, to the prices for the renewal period.

ARTICLE 5

Maximum Contract Amount and Payment Procedures: The Bidder shall accept as compensation for the Material and requirements specified in the Contract Documents, the Unit Per Ton Price of Ninety-nine and 00/100 dollars (\$99.00). The total amount paid under this Contract shall be adjusted in accordance with the actual quantities of Materials accepted by the Owner at the unit prices quoted in the Bid. The maximum amount that may potentially be paid under this Contract, depending on the amount of Material received

by the Owner, is \$100,000.00. The maximum amount that may potentially be paid under this Contract is and has heretofore been appropriated by the Mesa County Board of County Commissioners for the use and benefit of this Project. The maximum amount that may potentially be paid under this Contract shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Material unless and until the Owner provides Bidder written assurance that lawful appropriations to cover the costs of the additional Material have been made.

Upon collection of the Material by the Owner, the Bidder shall send to the Owner an invoice detailing the amount due for payment for the amount of Material collected by the Owner.

ARTICLE 6

Contract Binding: The Owner and the Bidder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract and Contract Documents constitute the entire agreement between the Owner and Bidder and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Bidder shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Bidder shall not assign any moneys due or to become due without the prior written consent of the Owner. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

This Contract is not exclusive. The Owner reserves the right to make multiple awards to other bidders that are responsive and responsible to the solicitation process.

This Contract may be terminated by either party for convenience with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of the cancellation.

ARTICLE 7

Bidder shall provide the insurance bonds and indemnities required in the Insurance Provisions attached hereto as Exhibit C and incorporated herein by reference. Any subcontractors shall provide the same insurance bonds and indemnity required in these Contract Documents.

This Contract is subject to all terms and conditions set forth in the Owner's Standard Conditions attached hereto as Exhibit D and incorporated herein by reference.

Severability: If any part, portion or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Bidder has signed this Contract the day and the year first mentioned herein.

MESA COUNTY, COLORADO

By: _____
Board of County Commissioners Date _____

ATTEST:

By: _____
Mesa County Clerk to the Board Date _____

Bidder


By:  _____
Marty Conner Sales Manager Date 4/19/2024 | 09:07 PDT

EXHIBIT A



Division of Transportation

Invitation for Bid

IFB-Hot Mix-2024-HC
Hot Mix Asphalt 2024

Responses Due:

April 18, 2024 prior to 2:00pm
971 Coffman Rd Bldg. B
Whitewater, CO 81527

Owner's Representative:

Heather Conder
Office Administrator
heather.conder@mesacounty.us
Phone (970) 244-1807

This solicitation has been developed specifically to solicit competitive responses for the Hot Mix Asphalt 2024, and may not be the same as previous Mesa County solicitations. All Bidders are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTIBLE** for this solicitation.

Invitation for Bids

Hot Mix Asphalt 2024

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1. Instructions to Bidders

- 1.1. Purpose:** Mesa County is soliciting competitive bids from qualified and interested companies to provide hot mix asphalt material as per the specifications stated in this solicitation. All dimensions and specifications should be verified by Bidders prior to submission of bids.
- 1.2. The Owner:** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. Delivery of Bids:** Bidder shall submit a copy of their bid in a sealed envelope marked **“IFB-Hot Mix-2024-HC Hot Mix Asphalt 2024”**, due date, and the bidder’s name clearly indicated on the envelope. Bids will be received by the Owner at 971 Coffman Rd. Bldg. B, Whitewater, CO, 81527 until 2:00PM on April 18, 2024. The proposal shall remain the property of Mesa County Public Works. The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be opened immediately following the solicitation deadline and will be tabulated and distributed electronically to all Bidders. All bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Bidder as such will be treated as confidential by Mesa County (County) to the extent allowable in the Open Records Act.
- 1.4. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.5. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.6. Contract Documents:** The complete IFB and bidder’s response compose the Contract Documents. Copies of these documents can be obtained from the Mesa County Public Works website, <http://www.mesacounty.us/publicworks/bids/>.
- 1.7. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.8. Questions Regarding Specifications:** Any information relative to interpretation of Specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.9. Addenda & Interpretations:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to

the IFB by the Owner. Sole authority to authorize addenda shall be vested in the Owner's Representative. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the County's website at <http://www.mesacounty.us/publicworks/bids/>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided to bidders in written addendum form from the Owner's Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.

- 1.10. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.11. Prices:** In the event of a discrepancy between the prices stated in words and those in figures, the words shall control. In the event of a discrepancy between the unit prices and the extended prices, the unit prices shall prevail.
- 1.12. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.13. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.14. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 1.15. Public Opening:** Proposals will be received and documented at the Mesa County Division of Transportation, 971 Coffman Rd. Bldg. B, Whitewater, CO, 81527, 2nd Floor. Mesa County will open the bids and generate bid results after the Submission deadline. Mesa County will send the bid results upon the completion of the opening of the bid. The bid opening process is not public. Only the names and locations of the proposing Offerors will be disclosed.
- 1.16. Procurement Policy:** This RFP is subject to the Mesa County Procurement Policy as of the date of RFP availability. A copy of the policy is available on the Mesa County website, located at <http://www.mesacounty.us/publicworks/bids/>.

2. General Contract Conditions

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Bidder. Owner will provide the contract/purchase order. By executing the contract, the Bidder represents that he/she has familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. The Owner:** The Owner is Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Bidder shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Bidder, and sub-Bidder, or any of their agents or employees, or any other persons performing any of the work. The authorized representative for this bid is Heather Conder, PO Box 20,000-5025, Grand Junction, CO 81502, heather.conder@mesacounty.us, (970)-244-1807.
- 2.4. Bidder:** The Bidder is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Bidder means the Bidder or his authorized representative. The Bidder shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Bidder shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Bidder shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty:** The Bidder warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be

considered defective. If required by Owner, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Bidder requesting such repairs or replacement, the Bidder should neglect to make or undertake with due diligence to the same, the Owner may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Bidder's expense. The Bidder will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

2.6. Permits, Fees, & Notices: The Bidder shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Bidder observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Bidder performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

2.7. Responsibility for Those Performing the Work: The Bidder shall be responsible to the Owner for the acts and omissions of all his employees and all sub-Bidders, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

2.8. Insurance Requirements: The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Sub-Bidder of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance is required by State law and is the responsibility of the Concessionaire to comply. Exemption from Worker Compensation may only be granted directly from the State of Colorado.

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the County, and the County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

2.9. Indemnification: The Bidder shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Bidder, or of any Bidder's agent, employee, sub-Bidder or supplier in the execution of, or performance under, any contract which may result from proposal award. Bidder shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.10. Miscellaneous Conditions: Material Availability: Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner

immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.11. Uncovering & Correction of Materials:** The Bidder shall promptly correct all materials rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Bidder shall bear all costs of correcting such rejected materials, including the cost of the Owner's additional services thereby made necessary. All such defective or non-conforming materials under the above paragraphs shall be removed from the site where necessary and the materials shall be corrected to comply with the contract documents without cost to the Owner. The Bidder shall bear the cost of making good all materials of separate Bidders destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming materials, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Bidder.
- 2.12. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.13. Assignment:** The Bidder shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.15. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and submitted as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.
- 2.17. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.18. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Bidder, by submitting a Bid, agrees to the following conditions:
- 2.18.1.** The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.18.2.** The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.
- 2.18.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.19. Ethics:** The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Bidder to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Bidder responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Bidder shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Bidder, unless otherwise specified in the contract.

- 2.23. Independent Bidder:** The Bidder shall be legally considered an Independent Bidder and neither the Bidder nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Bidder, its servants, or agents. The Owner shall not withhold from the contract payments to the Bidder any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Bidder. Further, the Owner shall not provide to the Bidder any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.24. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.25. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.26. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.27. Patents/Copyrights:** The Bidder agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Bidder for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.28. Remedies:** The Bidder and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.29. Venue:** This Agreement is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.32. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner’s fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Availability of Funds:** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate this Contract immediately without further liability.
- 2.34. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

3. Specifications and Special Conditions & Provisions

NOTE: This Invitation for Bid is to solicit for fixed unit of measure pricing for hot mix asphalt materials for Mesa County for the 2024 year. The bids received from interested and qualified suppliers shall be evaluated and ranked independently for the County. Contracts may be awarded to multiple suppliers. This process and awarded contracts are for the purpose of establishing multiple contracts for firm fixed unit of measure pricing from those who submit bid responses. The lowest responsive and responsible bidder shall be the “preferred” contract award, and shall be designated as the primary contract. However, should the “preferred” awarded supplier not be able to perform to the standards established in the contract documents, the County reserves the right to seek said performance from one of the other established contracted suppliers.

Mesa County Specifications

3.1. Hot mix asphalt Grading SX (1/2" minus) Hot Mix Asphalt (75 gyration) PG 64-22 in accordance with all appropriate provisions of the Standard Specifications for Road and Bridge Construction, as adopted by the Colorado Division of Highways in 2021 Section 401–Page 401-1.

3.2. **Special Conditions & Provisions:**

3.2.1. **QUANTITIES:** Mesa County is estimating **3,000 tons** of hot mix asphalt, for use throughout the **2024 calendar year** beginning the 30th of April. Variation of quantity may increase or decrease.

3.2.2. **PICKUP:** Material will be picked up at the Bidder's property by Mesa County crews on an "as needed" basis. Quantities ordered and scheduled for each pickup must meet the minimum quantity ordered, and shall not exceed quantity ordered by more than ½ ton per pickup order.

3.2.3. **INSPECTION:** The County will conduct in-house and independent testing to verify supplier conformance to specifications. Material not conforming to the required specification shall be removed at supplier's expense and replaced with material that meets the specifications contained in the contract documents.

3.2.4. **ESTIMATED QUANTITIES:** The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. Mesa County makes no guarantees about single order quantities or total aggregate order quantities.

3.2.5. **MINIMUM ORDER QUANTITIES:** The bidder shall not establish a minimum order quantity for items under contract.

3.2.6. **TERM OF CONTRACT:** The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period which is April 30, 2024 to December 31, 2024. The Owner shall have the right to renew the contract for 4 (four) additional one (1) year periods, or any portion thereof. If the option for the renewal is exercised by the Owner, the bidder shall agree, in writing, to the prices for the renewal period.

3.2.7. **CONTRACT:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Owner's acceptance of the bid by "Notice of Award", "Contract", or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the County Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2.8. REJECTION OF MATERIALS: Mesa County reserves the right to return partially used loads due to product flaws and/or not meeting specifications. Judgment of non-conformity will be at the discretion of the Mesa County Project Coordinator.

3.2.9. PAYMENT/INVOICE: Payment terms listed on bid form, receipt, inspection and acceptance of materials and/or services are described in the bid specifications. Upon collection of any materials by the Owner, the Bidder shall send to the Owner an invoice detailing the payment due for the amount of materials collected by the Owner.

3.3. IFB Tentative Time Schedule:

- Request for Proposal available April 1, 2024
- Inquiry deadline April 10, 2024
- Addendum Posted (if required) April 11, 2024
- Submittal deadline for proposals April 18, 2024
- Tentative Board of County Commissioners Approval April 30, 2024
- Tentative County Contract(s) execution April 30, 2024

4. Bid Form

Bid Date: _____

Project: IFB-Hot Mix-2024-HC "Hot Mix Asphalt 2024"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bidder's Bid Form is a part.

The undersigned Bidder does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

Submittal of this offer will be taken by the Owner as a binding covenant that the Bidder will be prepared to complete the project requirements in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Bidder acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

PRICE BID SCHEDULE: IFB-HOT MIX-2024-HC Hot Mix Asphalt 2024

MESA COUNTY

Item	Unit	Estimated Qty	Description	Unit Price
1	Ton	3,000	Hot Mix Asphalt (Per Mesa County Specifications)	

Unit Price Written:

Item 1: _____

- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By *signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

**Authorized
Signature:** _____

Title: _____



Exhibit A

MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this ___ day of _____ by and between **Mesa County, Colorado**, a political subdivision of the State of Colorado, hereinafter in referred to as the “Owner” and/or “County” and _____, hereinafter referred to as the “Bidder” and/or “Contractor.”

WITNESSETH:

WHEREAS, the Owner advertised the sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **IFB-Hot Mix-2023-HC Hot Mix Asphalt 2023**;

WHEREAS, the Contract has been awarded to the above named Bidder by the Owner, and said Bidder is now ready, willing and able to provide the product/materials specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Bidder, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the “Contract Documents” or the “Contract”, and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

-Solicitation Documents for the Project, including all amendments, clarifications, and exhibits thereto, for the Invitation for Bid entitled “**IFB-Hot Mix-2023-HC Hot Mix Asphalt 2023**,” attached hereto as Exhibit A and incorporated herein by reference (“Invitation for Bid”);

- Bidder's Bid Responses ("Bid"), attached hereto as Exhibit B and incorporated herein by reference;
- Change Orders, if any; and
- This Contract.

Should there be any conflict between the terms of this Contract and the terms of any of the other Contract Documents, the terms of this Contract shall control.

ARTICLE 2

Definitions: The definitions provided in the Invitation for Bid entitled "IFB-Hot Mix-2023-HC Hot Mix Asphalt 2023," Exhibit A, apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Product: The Bidder shall sell, transfer, and make available for delivery and/or pick up by the Owner Hot Mix Asphalt ("Material") as further set forth in the Bid and defined in the Invitation for Bid. The Bidder agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to successfully fulfill the requirements associated with, set forth, shown, and included in the Contract Documents as indicated in the Invitation for Bid.

The Owner will conduct in-house and independent testing to verify the Material's conformance to specifications. Material not conforming to the required specifications shall be removed at Bidder's expense and replaced with Material that meets the specifications in the Contract Documents.

ARTICLE 4

Contract Time: The term of this Contract shall be from April 18, 2023 to December 31, 2023. Time is of the essence with respect to this Contract. The Bidder hereby agrees to commence work under the Contract on or before the date specified in the Invitation for Bid. The County shall have the right to renew the Contract for 4 (four) additional one (1) year periods, or any portion thereof. If the option for the renewal is exercised by the County, the Bidder shall agree, in writing, to the prices for the renewal period.

ARTICLE 5

Maximum Contract Amount and Payment Procedures: The Bidder shall accept as compensation for the Material and requirements specified in the Contract Documents, the Unit Per Ton Price of _____. The total amount paid under this Contract shall be adjusted in accordance with the actual quantities of Materials accepted by the

Owner at the unit prices quoted in the Bid. The maximum aggregate amount that may potentially be paid under this Contract, depending on the amount of Material received by the Owner, is \$_____. The maximum amount that may potentially be paid under this Contract is and has heretofore been appropriated by the Mesa County Board of County Commissioners for the use and benefit of this Project. The maximum amount that may potentially be paid under this Contract shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Material unless and until the Owner provides Bidder written assurance that lawful appropriations to cover the costs of the additional Material have been made.

Upon collection of the Material by the Owner, the Bidder shall send to the Owner an invoice detailing the amount due for payment for the amount of Material collected by the Owner.

ARTICLE 6

Contract Binding: The Owner and the Bidder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract and Contract Documents constitute the entire agreement between the Owner and Bidder and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Bidder shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Bidder shall not assign any moneys due or to become due without the prior written consent of the Owner. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

This Contract is not exclusive. The Owner reserves the right to make multiple awards to other bidders that are responsive and responsible to the solicitation process.

This Contract may be terminated by either party for convenience with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of the cancellation.

ARTICLE 7

Bidder shall provide the insurance bonds and indemnities required in the Insurance Provisions attached hereto as Exhibit C and incorporated herein by reference. Any subcontractors shall provide the same insurance bonds and indemnity required in these Contract Documents.

This Contract is subject to all terms and conditions set forth in the Owner's Standard Terms and Conditions attached hereto as Exhibit D and incorporated herein by reference.

Severability: If any part, portion or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Bidder has signed this Contract the day and the year first mentioned herein.

MESA COUNTY, COLORADO

By: _____
Board of County Commissioners Date

ATTEST:

By: _____
Name & Title

Bidder

By: _____
Date

EXHIBIT B

MESA COUNTY CONTRACT FOR THE SALE OF GOODS INSURANCE REQUIREMENTS

1. Seller agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Board's Contract Administrator.

2. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Board and the Board's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

3. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Board or Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.

4. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Board and Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board grants specific approval for an exception.

5. Seller shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Board. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.

B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Seller must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract.

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this

contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

6. The policies required by paragraph (B) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Seller, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form.

EXHIBIT C

MESA COUNTY PROFESSIONAL SERVICES AGREEMENT STANDARD CONDITIONS

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

2. Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.

3. In the performance of work under this Contract, Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and details of its work, County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

5. This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.

6. County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7. County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit Contractor's books with regard to this Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

10. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.

11. **(This paragraph applies if the work performed is a "public work"):** In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

13. Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that Contractor has taken all steps necessary that the signature is binding upon Contractor.

14. The provisions of this Contract shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Contractor fails to perform or comply as required.

15. *(For Contracts which may be extended):* CONTRACTOR MUST INITIAL: _____ . Contractor grants to County the right to extend the term of this Contract for five consecutive, one year periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at County's sole and unfettered discretion.

16. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of action of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers' compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

17. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

18. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, Contractor may copyright such, but County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

19. Force Majeure: Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

EXHIBIT B

4. Bid Form

Bid Date: April 18, 2024

Project: IFB-Hot Mix-2024-HC "Hot Mix Asphalt 2024"

Bidding Company: Oldcastle SW Group, Inc. dba United Companies

Name of Authorized Agent: Kyle Alpha, Vice President

Email: marty.conner@unitedco.com

Telephone: 970-243-4900 Address: 2273 River Road

City: Grand Junction State: CO Zip: 81505

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bidder's Bid Form is a part.

The undersigned Bidder does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

Submittal of this offer will be taken by the Owner as a binding covenant that the Bidder will be prepared to complete the project requirements in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Bidder acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Oldcastle SW Group, Inc. dba United Companies

Authorized Signature: [Handwritten Signature]

Title: Kyle Alpha, Vice President



PRICE BID SCHEDULE: IFB-HOT MIX-2024-HC Hot Mix Asphalt 2024

MESA COUNTY

Item	Unit	Estimated Qty	Description	Unit Price
1	Ton	3,000	Hot Mix Asphalt (Per Mesa County Specifications)	\$99.00 per ton


Unit Price Written:

Item 1: Ninety nine dollars and no cents per ton

- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By *signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Oldcastle SW Group, Inc. dba United Companies

Authorized Signature:  _____

Title: Kyle Alpha, Vice President



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C. No. Ext): 513-867-3822 E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Oldcastle SW Group, Inc. (102-GRA) 2273 River Road Grand Junction CO 81505	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Liberty Insurance Corporation	NAIC # 42404
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 75733885

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-C81-004095-113 XCU Coverage Included	9/1/2023	9/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-C81-004095-123 AS2-C81-054502-523 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TL2-681-054523-923 (General Liability)	9/1/2023	9/1/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 Products/Completed Ops \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-C8D-004095-023 All except OH, ND, WA, WY WC7-C81-004095-013 WI, MN	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

Valerie P. Reece

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ACORD 25 (2016/03)

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EXHIBIT D

**MESA COUNTY
PROFESSIONAL SERVICES AGREEMENT
STANDARD CONDITIONS**

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

2. Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.

3. In the performance of work under this Contract, Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and details of its work, County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

5. This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.

6. County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7. County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit Contractor's books with regard to this Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.


10. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.

11. **(This paragraph applies if the work performed is a "public work"):** In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

13. Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that Contractor has taken all steps necessary that the signature is binding upon Contractor.

14. The provisions of this Contract shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Contractor fails to perform or comply as required.

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 15. *(For Contracts which may be extended):* CONTRACTOR MUST INITIAL:
Contractor grants to County the right to extend the term of this Contract for five consecutive, one year periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at County's sole and unfettered discretion.

16. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of action of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers' compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

17. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

18. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, Contractor may copyright such, but County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

19. Force Majeure: Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.