

**ADAMS COUNTY, COLORADO
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 19 day of March 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **JK TRANSPORTS INC.**, located at P.O. Box 88, Firestone, Colorado 80520, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached **IFB 2019.204** and the Contractor's response to the **IFB 2019.204** attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. -Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of nine hundred-seventy-two thousand dollars and no cents (\$972,000.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
- 6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles

owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. **TERMINATION:**

- 9.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. **MUTUAL UNDERSTANDINGS:**

- 10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department: Adams County Public Works Operations Division
Contact: Adam Ingalls, Project Manager
Address: 4955 East 74th Avenue, 1st Floor
City, State, Zip: Commerce City, Colorado 80022
Office Number: 303.853.7107
Email: aingalls@adcogov.org

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Contractor:

Company: JK Transports Inc.
Contact: Kathleen Faatz, President
Address: P.O. Box 88
City, State, Zip: Firestone, Colorado 80520
Office Number: 303.434.2719
E-mail: jktransportsinc@yahoo.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
11. **AMENDMENTS, CHANGE ORDERS OR EXTENSION:**
- 11.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor
12. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Signature

Name (Print or Type)

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By:

Emma Birt
Chair

3-19-19
Date

**CONTRACTOR
JK TRANSPORTS INC.**

By:

Kathleen Faatz
Name (Print or Type)

3-11-19
Date:

Kathleen Faatz
Authorized Signature

President
Title

Attest:

Josh Zygielbaum Clerk and Recorder

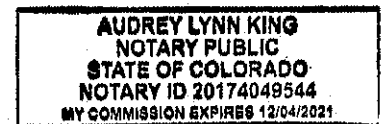
Etianna
Deputy Clerk

**APPROVED AS TO FORM:
Adams County Attorney's Office**

By: *D. [Signature]*
Attorney's Signature

NOTARIZATION:

COUNTY OF Weld)
STATE OF Colorado) SS.



Signed and sworn to before me this 11th day of March, 2019,

by Kathleen Faatz

Notary Public *Audrey King*

My commission expires on: 12/04/2021

ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. Pricing Form, dated January 3, 2019
2. Bid Response, dated January 3, 2019
3. Contractor's Certification of Compliance
4. Contractor's Signature Page

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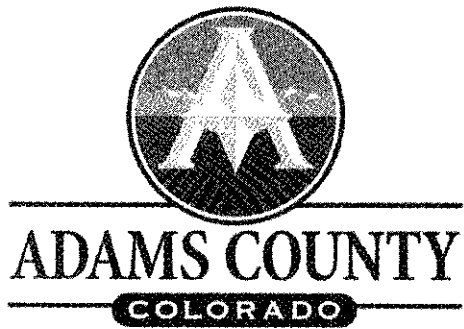
EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2019.204 Scope of Service

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID

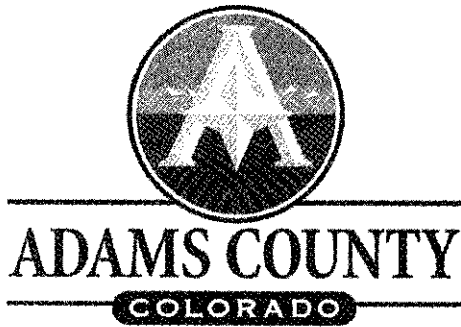
2019.204

PRICING FORM

Contractor shall furnish all labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of work/specifications.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Live Bottom (flow boy) Truck	7,560 hours	\$ <u>90</u>	\$ <u>680,400</u> -
2	Side Dump Truck	3,240 hours	\$ <u>90</u>	\$ <u>291,600</u> -
TOTAL \$				<u>972,000</u> -

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID

2019.204

CONTRACTOR'S STATEMENT

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

JK Transports Inc
Contractor Name

1-3-19
Date

Kathleen Faatz
Signature

Kathleen Faatz
Printed Name

President
Title

PO Box 88
Address

(Physical: 5505 Wetlands Dr Frederick Co 80504)

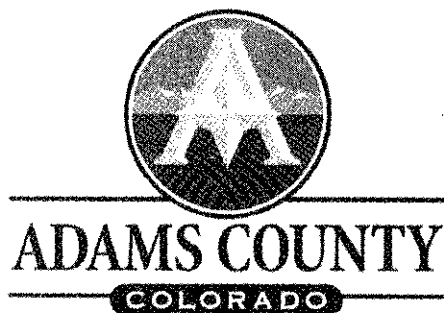
Firestone Co 80520
City, State, Zip Code

Weld
County

303 434-2719
Telephone

303 536-4950
Fax

jktransportsinc@yahoo.com
Email



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID

2019.204

CONTRACTOR'S CERTIFICATION
OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

JK Transports Inc

Contractor Name

Kathleen Faatz

Printed or Typed Name

Kathleen Faatz

Signature

President

Title

1-3-19

Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

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Qualifications

JK Transports has been doing business in the Denver area for just over 21 years, with an average per annum of \$4,500,000 - \$6,500,000. The equipment we commonly use are: flatbeds, drop-decks, lowboys, belly-dumps, rock-trailers, side dumps, flowboys and tandem dump trucks.

JK currently has four full-time office employees, including the owner and occasionally runs trucks nationally, but prefers to stay within the state of Colorado. The office is located in Frederick, Colorado. Kathleen Faatz, the owner and Brandi Edwards, employee of almost 5 years, have been conducting and will be the ones continuing to conduct all business relations between JK and its customers & truckers. There have been no complaints against either one or the company. JK Transports has NO history of liquidated damages, cancelled contracts, or any type of lawsuits. JK Transports has NEVER been terminated from a job or by one of its customers.

We typically run about 70 – 100 trucks per day in the summertime; I also work with four other brokers like myself (JP Meyer, Bellio, O'Reilly & Blaeser Trucking) and we constantly help each other out if running short on trucks. Bellio is the only one out of those other brokers who has access to flowboys, but unfortunately has them dedicated to Martin Marietta. I am confident that the service JK Transports provides would meet or exceed your company's expectations... And with our level of communication, if something isn't right, it would get corrected immediately.

Random Drug Testing - the owner-operators that JK uses for job-sites are part of a random drug testing program of their choice. It is part of the documentation in each file that I keep on these guys. The JK office staff (NON commercial vehicle drivers) are not required to be part of a random program, and since JK does NOT operate such equipment, I am not part of a random program.

Current Projects

Arapahoe County Road & Bridge

- 1) Since 2005 JK has worked closely with a couple different supervisors and project managers.
 - I) Keith Runyan 7600 S. Peoria St Englewood CO 80112
(720) 879-2200 Sup
 - II) Doug Stern 7600 S. Peoria St Englewood CO 80112
(720) 201-0995 Op Mgr

We have been transporting roto-millings with 25 end-dumps, side-dumps or flowboys daily for the past few weeks, from the Peoria yard out to their Eastern Service Center. Also, for another project providing 15 Tandems hauling hotmix from Lipan to Jordan.

Custom Enviromental Services

- 1) Since 2003 we have worked with several project managers in the field, as well as dispatchers, listed are a couple we work with daily.
 - I) Jerry Marks 8041 W. I70 Frontage Rd #11 Arvada, Co 80002
(303) 810-0571 Owner/Op Mgr
 - II) Scott Kahler 8041 W. I70 Frontage Rd #11 Arvada, Co 80002
(303) 472-7827 Sup/Dispatch

We have been hauling contaminated soil from Loveland to Buffalo Ridge Landfill with 15 side-dumps and end-dumps. Also, for another project with 15 tandems hauling contaminated soil from Georgetown to DADS Landfill.

Castle Rock Construction

- 1) Since 2009 JK has worked closely with a couple different supervisors and project managers.
 - I) Sharon VanSickle 6374 S. Racine Circle Centennial, CO 80111
(303) 550-3365 Proj Mgr/Part Owner
 - II) Matt Fonte 6374 S. Racine Circle Centennial, CO 80111
(303) 478-1529 Sup

We are hauling wetbatch (wet concrete paving) with 12 end-dumps from their Lucent plant to C470/Wadsworth. Also for another job, hauling wetbatch from their Lucent plant to the Meridian job with 20 tandems. And also with 10 side-dumps hauling a broken concrete/dirt mix from the Lucent plant to their Chambers jobsite.

Flatiron Constructors

- 1) Since 2008 JK has worked closely with several different supervisors, here are a couple from the past month.
 - I) Scotty Evans 385 Interlocken Cresent Blvd, Broomfield 80021
(440) 488-4428 Sup
 - II) John Lamb 385 Interlocken Cresent Blvd, Broomfield 80021
(925) 350-1508 Sup

We have been working on-site with 8 tandems at mile marker 9 in Estes Park. Also hauling material with 4 side-dumps or end-dumps from the Brownwood Pit in Loveland to Hwy 36 & SH7 in Estes Park.

Edge Contracting, 2002 Fiore & Sons, 1999 TBL Excavating, 1999 E21 Engineering, 1998

I have a very long list of references I can provide of happy customers....

Scope of Work

Scope of work is moving a variety of materials with various types of equipment for construction projects. Hauling anything from construction machinery and equipment, hot asphalt, dirt, squeegee or road-base to demolition, broken concrete/asphalt, trash, concrete barriers, pipe and rip rap, using flatbeds, dropdecks, lowboys, belly-dumps, rock-trailers, side dumps, flowboys and tandem dump trucks.

The type of work which is conducted here at JK Transports Inc is providing the best customer service possible, and ensuring that the request for trucks is always met with equipment which complies with DOT requirements and all other safety standards.

The drivers have gone through various safety classes (OSHA & MSHA) which have been required to perform on other jobs.

****** Any additional driver info will be provided upon request ******

JK's office keeps up on the billing to our customers weekly. Calls are placed to the truckers weekly if we are missing their tickets at the time of billing. We have extensive files on each of our owner/operators including a contract, a copy of their liability insurance certificate listing JK Transports as additional insured and their workman's comp insurance certificate or a workman's comp exemption form if no employees, personal and company information sheets, copy of registration, social security card, driver's license, DOT physical card & random drug testing program. We track this weekly on an excel spreadsheet to ensure they have current insurance before dispatching to any job. Any information within their files is at your disposal anytime upon request. JK participates in the E-Verify program to protect against the hiring of illegal aliens, and is also compliant with EEO, OSHA, NIOSH, NFPA & ADA.

There is also a paragraph written in the contract between JK Transports and its' subcontractors that they are required to be part of the E-Verify program, to protect against the hiring of illegal aliens on page 3, section 6.

Catastrophic emergency service would never be a problem. My owner/operators are used to working up to 24 hours a day, 7 days a week, within the DOT hours of service regulations. (Hire additional drivers, rotate shifts, etc)

I would also like to point out that my trucker loyalty as well as my customer loyalty goes back to when JK first started business in 1998 - several of my owner/operators AND customers have been with me since my first year in business. I strive to keep all relationships harmonious with my truckers as well as my customers - can't have one without the other.

Hourly Rates

Vehicle Type	Hour Rate	# Available	# in Fleet
End-dumps, Side-dumps, Belly-dumps, Flowboy/Belt trailers	\$90	30 + for each trailer type	90 +
Tandem dump trucks	\$72	40 +	80 +
Travel time is required if traveling outside the Denver area (Strasburg / Bennet / Beyers, etc) to get back to the Denver area			

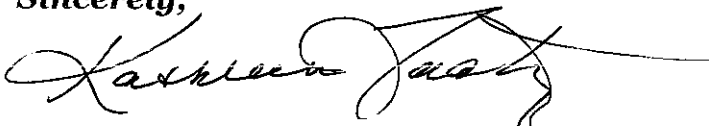
It is imperative that I stay competitive with my hourly rate so I can ask for assistance from the other truck brokers out there in the summer season when everyone gets busy and finding trucks becomes harder. Flowboys are a more specialized trailer AND much harder to find due to the fact that they are so high in demand during the summer months and not as plentiful. Advance notice with orders is appreciated ☺☺ JK can usually find side-dumps and end-dumps all day long.... Many companies (including Blaeser Trucking) just do not run flowboy/live bottom trailers. It is our goal to secure access to more in the next few months - kinda hard to compete with the paving companies who offer more money and quicker pay every year to these guys.

If you were to solicit other companies who can provide a larger number of trucks like myself, you will find the rates are around \$95/hr... My rates for tandems have not changed since 2014, and the rates for semi's have only gone up by \$2 since 2014. I try very hard to stay extremely competitive with my hourly trucking rates while keeping the same quality of service. I could charge more for the specialty type trailers, but I think it makes more sense to leave the rate for "ALL" big trucks the SAME. It stops any confusion of pricing and also for billing. I believe it just keeps it "clean" and with fewer errors. But I am also willing to negotiate a rate if it is a deal breaker...

I know that you may get other bids for less than my hourly rate... JK has run strong in this industry for the past 21 years and plans to continue for at least another 20 ☺☺ I only pray that you take all things into consideration... I always strive for total professionalism, 100% fulfillment of any & all requests made by you, timely billing, reliable equipment, competent drivers, and a friendly staff that is always available and easy to work with. It has been our pleasure working with your organization up to this point !!! Hope to do much more work together in the near future.

If there is anything further you require for my bid consideration, please don't hesitate to contact me at (303) 434-2719.

Sincerely,



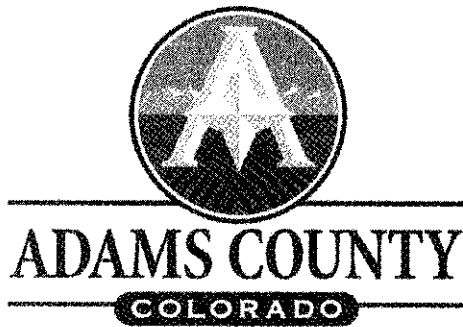
Kathleen Faatz, President



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID (IFB) COVER SHEET

IFB Issue Date:	Monday, December 17, 2018
IFB Number:	IFB-HE-2019-204
IFB Title:	TRUCK HAULING SERVICES
Pre-Bid Meeting:	<i>Not Applicable</i>
IFB Questions Due:	Tuesday, January 8, 2019 by 2:00 p.m., MT
Bid Due Date:	Wednesday, January 16, 2019, 2:00 p.m., MT
Bid will be received at:	4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
Goods or services to be delivered to or performed at:	Adams County Public Works Department
For additional information please contact:	Heidi Ellis, Contract Specialist II 720-523-6053
Email Address:	hellis@adcogov.org
Documents included in this package:	Bid Instructions General Terms and Conditions Specifications/ Scope of Work Pricing Form Submission Check List Statement of No Bid Contractor's Certificate of Compliance Contractor's Statement Reference Form Appendix A – Sample Agreement



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID

2019.204

BID INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from contractors for truck hauling services.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

Hand Deliveries accepted:
Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Heidi Ellis
Contract Specialist II
IFB-HE-2019.204

ATTN: Heidi Ellis
Contract Specialist II
IFB-HE-2019.204

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Truck Hauling Services**.
4. All documents related to this IFB will be posted on the BidNet Direct at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>
- 4.1. Interested parties must register with this service to receive these documents.
5. Construction Plans can be obtained from the following site: *Not Applicable*
6. **BONDING/SURETY REQUIREMENTS:** *Not Applicable*
7. **TERM OF AGREEMENT:** This is a one (1) year agreement with the option of two (2) one year renewals.

OPTION TO RENEW FOR TWO (2) SUBSEQUENT: The prices and specifications changes, if any, shall be negotiated by and agreed upon by both parties.

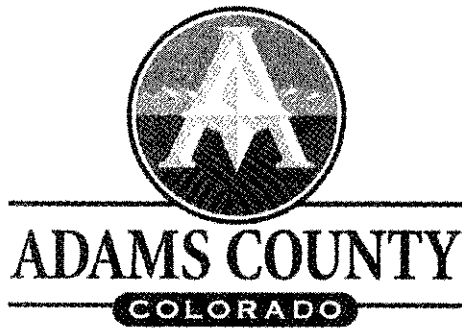
Option Year pricing must be submitted by the awarded Contractor within sixty (60) days prior to awarded agreement termination date. Continuation of the awarded Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

8. CONTRACTUAL OBLIGATIONS

- 8.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
 - 8.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
 - 8.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
 - 8.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
 - 8.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
 - 8.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
 - 8.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
- 9. PRE-BID CONFERENCE AND WALK-THROUGH:** *Not Applicable*
- 10. METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid. The County reserves the right to award multiple agreements for the product of this invitation for bid (IFB), based on pricing, convenience or as otherwise deemed in the best interest of the County.

11. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Heidi Ellis, Contract Specialist II, Purchasing Division, Adams County, hellis@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
12. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
13. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
14. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
15. BUDGET: Budget will not be disclosed.
16. DEBARMENT: By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID

2019.204

GENERAL TERMS AND CONDITIONS

17. APPLICABILITY: These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

18. CONTENTS OF BIDS

18.1. GENERAL CONDITIONS: Contractors are required to submit their Bids in accordance with the following expressed conditions:

18.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

18.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

18.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

19. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement.

If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid response.

20. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

21. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 21.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Service/ Specifications, and then the Special Terms and Conditions, will prevail.

21.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

21.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the BIDNET Direct website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

21.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE BIDNET Direct. FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

21.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

- 21.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the

Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

21.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

21.2.2.1. Federal Identification Number: 84-6000732

21.2.2.2. State of Colorado Tax Exempt Number: 98-03569

22. SIGNING BID

22.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

23. PREPARATION AND SUBMISSION OF BID

23.1. PREPARATION

23.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

23.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may not be considered.

23.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark

23.1.4. Unit prices shall be provided by the Contractor on the Pricing Form. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

23.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Service.

- 23.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

23.2. SUBMISSION

- 23.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.
- 23.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Bid non-responsive.
- 23.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 23.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Bids must be furnished exclusive of taxes.
- 23.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 23.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

24. LATE BIDS

- 24.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 24.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 24.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Truck Hauling IFB-HE-2019-204.**

- 24.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

25. MODIFICATIONS/WITHDRAWAL OF BIDS

- 25.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

25.2. WITHDRAWAL OF BIDS

- 25.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

- 25.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

26. REJECTION OF BIDS

- 26.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

- 26.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;
- 26.1.2. Re-advertise this Solicitation;
- 26.1.3. Postpone or cancel the process;
- 26.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

26.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

26.2.1. The Contractor misstates or conceals any material fact in its Bid Response;

26.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;

26.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

26.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or

26.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

26.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

27. ELIMINATION FROM CONSIDERATION

27.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

27.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three (3) years after the previous Agreement was terminated for cause.

27.3. Any communications in regards to this Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

27.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

27.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

28. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals.

The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

29. AWARD OF SOLICITATION. The County reserves the right to award multiple awards from this Solicitation to the successful Contractors through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID

2019.204

SPECIFICATIONS/SCOPE OF SERVICES

I. INTRODUCTION

Adams County Board of Commissioners (BOCC), hereafter referred as the ("County"), through its Purchasing Department is The Adams County Board of Commissioners ("the County") by and through its Purchasing Division of the Finance Department is accepting bids for truck hauling services on an as "needed" basis, but not limited to for the County's Public Works Department.

II. REQUIRED DOCUMENTATION - *Not Applicable*

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF BIDS: **ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document)**, must be received at the time and place specified in this solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation.

PRICING SHALL REMAIN FIRM at the prescribed Units of Measure (UOM) for the initial term of the awarded agreement. The County reserves the right to award multiple agreements under this solicitation.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

IV. SCOPE OF SERVICES:

The Contractor shall furnish all materials, equipment and labor incidental to complete all work described in the scope of service. The Contractor shall complete the work to industry standard practices in a professional workmanlike manner in accordance with the specifications in the scope of service.

It will be the Contractors responsibility to fully understand the specifications and scope of services prior to the awarded agreement. The County will not be responsible for any adjustments or changes to the scope of services due to any misunderstanding of the services or terms and conditions outlined in the scope of services.

The selection of the materials and equipment for all required services shall be in accordance with the specification listed in the solicitation scope of services, and all Federal, State and Local laws applicable to the services being performed by Contractor. The County reserves the rights to modify, delete, or add various portions of the services at the County's discretion.

V. SERVICES:

- A. Services will generally consist of hauling materials for the County. Truck Hauling will be from and to County controlled construction sites, or as designated otherwise by the County Project Manager.
- B. Materials to be hauled include, but are not limited to the following:
 - Asphalt Millings
 - Gravel
 - Rock
 - Construction Debris
- C. The County is estimating a total of ten thousand, eight hundred (**10,800**) hours of truck hauling services during the initial term of the awarded agreement.
- D. The Contractor will be responsible for furnishing all labor, equipment, fuel, driver, hand tools (to maintain, clean and operate equipment) necessary for Truck Hauling regardless of materials to be hauled or locations of pick-up and delivery.
- E. Personal Protective Equipment (PPE) will be required for all drivers, employees, agents and subcontractors on the construction site in accordance with all applicable laws and regulations. Contractor's drivers must be able to communicate and understand both written and oral daily request provided by County Project Manager.
- F. Contractor shall submit with their submitted bid proof (documentation) of Operating Authority as issued by Federal Motor Carrier Safety Administration (FMCSA).
- G. The Contractor will be responsible for coordinating haul routes with the County Project Manager. The equipment and associated loads utilizing these routes shall be in accordance with applicable City, County, and State regulations.

VI. CONTRACTOR'S VEHICLES:

- A. All Contractor drivers using owned, leased or subcontracted vehicles shall have the ability to provide and readily available upon request by the County Project Manager or others as may be required, the drivers daily vehicle inspection report (pre/post trip) in accordance with **FMCSA §396.11**, and the Annual Periodic Vehicle Inspection form in accordance with **FMCSA §396.17**.
- B. All Contractor Vehicles shall be marked in accordance with **FMCSA §390.21 Marking of Self-Propelled CMV and intermodal Equipment**.
- C. Any damage caused by the Contractor's vehicles, equipment, driver(s), leased subcontracted, sub-leased equipment, or driver(s) shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold harmless the County for any damage done by the Contractor's vehicles, Contractor's equipment, driver or leased, subcontracted or sub leased equipment or driver(s) to any member of the public, private property, and any part of the right-of-way.
- E. The Contractor shall use suitable equipment in order to adequately perform the scope of service as described herein

- F. The Contractor will be required to have adequate equipment to perform the services. If in the opinion of the County Project Manager, any of the Contractor's equipment is not suitable for use, performance or operation for the services requested. The Contractor will be required to remove the equipment from the project, and replace it with adequate equipment to perform the services.
- G. Contractor vehicles not actively engaged in the service shall not be parked in the vicinity of the service area in such a manner as to restrict or obstruct traffic flow.
- H. Contractor vehicles shall not encumber the service site in such a manner as to obstruct the operations of daily services.
- I. Contractor shall ensure that no oil changes, other fluid changes, or general maintenance are performed on County sites or at facilities.

VII. DRIVERS AND PASSENGERS:

- A. Contractor must provide all drivers (leased or subcontracted) name with a copy of their CDL drivers licenses, proof of auto insurance, liability, workman's compensation, proof of alcohol, and controlled substances testing program under the Federal Highway Administration's rule.
- B. The Contractor will be responsible for notifying the County Project Manager immediately of any changes in drivers. The above documentation will be required for new drivers. Non-compliance could result in the termination of the awarded agreement. No unauthorized passengers, animals and pets are allowed to roam freely in or on County facilities or job sites.
- C. Unprofessional behaviors or language on the County's worksite by the Contractor's driver will be cause for removal of the offending driver from the County's property.
- D. The Contractor will be responsible for ensuring that all drivers are mentally and physically alert, and capable of maintaining safe control of their vehicle. Drivers must be properly dressed for work as required for a construction environment. The minimum safety items are as follows:
 - Hard Hats - ANSI approved, must be worn all times when outside a vehicle or equipment.
 - Eye Protection - ANSI Approved, must be worn when drivers are exposed to machines, equipment, or operations that present a potential eye injury.
 - Footwear - ANSI Approved suitable footwear that provides adequate protection from hazards present at the construction site must be worn at all times.
 - Safety Vests - ANSI Class II must be worn at all times on the job site or public right of- way

VIII. MEASUREMENT AND PAYMENT:

- The Contractor will be responsible for coordinating the submittal of all invoices with the County Project Manager.
 - Contractors must submit detailed invoices to include all truck numbers, dates, project name, and total cumulative hours being billed. Each truck being billed and invoiced must have backup documentation with authorized signatures from the County's (sign-in sheets).
 - The accepted number of hours for each truck being billed will be paid at the Contractor's hourly price as bided.

IX. SCHEDULE OF VALUES:

- A. The County does not guarantee a total number of hours for any services performed under this solicitation. The Contractor will be used on an as "needed" basis, depending on job site, availability, and type of equipment. The County reserves the right to use multiple Contractor(s) on any given date, time or project. The County may cancel any scheduled work within two (2) hours prior to the start time for any scheduled work, without charge. The start time shall be the time the Contractor vehicles arrive on site, and are signed in by County Project Manager.
- B. The County is anticipating this project to begin is early to mid **March 2019**, weather permitting.
- C. The Contractor will be responsible for being available to provide services on or before the 5th calendar day following the issuance of Notice to Proceed (NTP).
- D. Pricing and specifications changes, if any, shall be negotiated by, and agreed upon by, both parties. A pricing form may be revised once a year. However, the increase pricing may not exceed a 5% increase each year. **Renewal pricing must be submitted by the Contractor to the County Project Manager sixty days (60) prior to the agreement termination date.**
- E. Construction hours (except for emergencies) shall be limited to Monday through Friday, between the hours of 6:30 a.m. to 4:30 p.m., unless otherwise specified by the County Project Manager.

X. SPECIFICATIONS:

Contractor shall comply with all general requirements set forth in the scope of services and the following State and Federal requirements:

- A. Colorado Commercial Driver's License (CDL) Handbook, except as amended by the County specifications;
- B. U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), Parts 40, 303, 325, and 350-399, except as amended by the County specifications. In those incidents where the CDL Handbook, current edition, or the FMCSA, Parts 40, 303, 325, and 350-399, current edition, conflict with any of the County specifications, the County specifications shall govern unless otherwise approved by the County Project Manager.

XI. CONTRACTOR'S REQUIREMENTS AND DELIVERABLES:

- A. The Contractor will be required to attend a meeting at a designated County facility prior to commencement of work. The meeting will be established at a mutually agreeable time and date by the County Project Manager.
- B. The Contractor will be responsible for maintain the quality control of all equipment or materials used in conjunction with the services.
- C. The Contractor will be required to work closely with the County Project Manager to determine sequencing of the services. The Contractor will be responsible for keeping the County Project Manager informed as to their service schedule. It will be the Contractor's responsibility for notifying the County Project Manager in writing of any interruption in the service schedule due to unforeseen delays.

- D. The Contractor shall be required to designate a Contractor Project Manager authorized to dispatch equipment, and drivers to respond to the County's request for services. The Contractor will provide to the County Project Manager a twenty-four (24) hour on-call telephone number for their Contractor Project Manager. Contractor shall be required to respond within one (1) hour after being contacted by the County Project Manager with a schedule of available equipment, unless otherwise approved by the County Project Manager.
- E. Contractor shall be responsible for providing carbon copy ticket forms for daily sign-in, and sign-out procedures. The Contractor will be responsible for obtaining the County Project Manager's authorized sign-in and sign-out signatures, and will only be paid for times approved by the County Project Manager, documented by a copy of each driver(s) ticket. The County Project Manager will not be responsible for lost or unauthorized tickets.
- F. If the Contractor is unable to supply the agreed upon number of trucks at the agreed start time, the Contractor must notify the County Project Manager by 3:00 pm on the business day prior to the day for the scheduled service.

If the Contractor fails to provide notice to the County Project Manager by 3:00 p.m. on the business day prior to the day for the scheduled service, and do not report to the service site with the scheduled number of trucks as scheduled, and causes a delay in the project service, the County Project Manager reserves the right will back charge the delay time at the Contractor's hourly rate, for each truck ordered that is delayed. The delay time shall be the time between the scheduled service start time, the actual arrival time of the Contractor vehicle, or the actual arrival time of a substitute Contractor vehicle.

- G. If excessive delays are experienced during the scheduled day due to a specific driver, in comparison to the average roundtrip times established by all other drivers, the County Project Manager will review and make any adjustments to deduct the delay time from the days total hours worked, for that specific driver(s). The County Project Manager reserves the right to refuse the work of any given driver, and request a replacement driver in his/her place.

XII. COUNTY REQUIREMENTS:

- A. The County Project Manager will be responsible to make every effort to coordinate scheduled services on each project seventy two (72) hours in advance by telephone order advising the Contractor of the number of trucks required, preferred type of trucks (tandem or trailer), required start time(s), estimated stop time(s), number of days required, and pickup and dump locations. The telephone order will be followed up by a written verification of the County Project Manager's request which may be given by email or fax.
- B. The County Project Manager will designate dump location(s), and designate location(s) for material pick up of import (haul to the site) materials.
- C. When material dump/pick up location is County operated, the County Project Manager will provide equipment, and designated personnel to push up/load the material.
- D. The Contractor may be required to haul from or to privately operated facilities. The County Project Manager will be responsible for providing the Contractor's driver(s) with a project number that references the arrangements made between the County and the facility for that day. The Contractor will not be billed or required to make payment on behalf of the County but will be required to collect facility weight tickets. The Contractor's driver(s) will be responsible for submitting weight tickets to the County Project Manager.