



GARFIELD COUNTY
PROCUREMENT DEPARTMENT
810 PITKIN AVE.
GLENWOOD SPRINGS, CO 81601

NOTICE TO PROCEED

TO: Mr. Harry Colborn
CONTRACTOR: Harry's Heavy Haulers, Inc. dba Rifle Equipment, Inc.
DATE: May 7th, 2018
PROJECT: IFB-GC-RB-04-18 – Hook Truck Tank

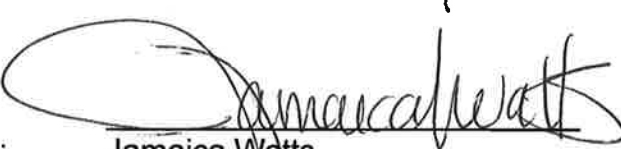
You are hereby authorized to proceed on May 7th, 2018, with the work in accordance with the Contract and related Contract Documents.

The designated project representative is:

Wyatt Keesbery, Director Road and Bridge
0298 C.R. 333A
Rifle, CO 81650
(970)-625-8601

All change orders, payment requests, or other communications should be sent to the project representative and the Procurement Department.

BOARD OF COUNTY COMMISSIONERS OF
GARFIELD COUNTY, COLORADO

By: 
Name: Jamaica Watts
Title: Procurement & Contracts Director

STANDARD COUNTY CONTRACT FOR GOODS

This STANDARD COUNTY CONTRACT FOR GOODS is entered into by GARFIELD COUNTY, COLORADO (the "County"), a political subdivision of the state, through its BOARD OF COUNTY COMMISSIONERS ("BOCC" or "Buyer") and Harry's Heavy Haulers, Inc. dba Rifle Equipment, Inc. ("Vendor"), whose principle place of business is 1605 Airport Road, Rifle, CO 81650, in accordance with the Garfield County Procurement Code (the "Contract").

RECITALS

- A. Vendor has been selected to provide the goods defined in this Contract to or on behalf of the BOCC in accordance with the October 1, 2012 Garfield County Procurement Code, Article 3.1, 3.2, 3.5 or 3.6, as applicable.
- B. The BOCC wishes to retain Vendor as an independent contractor to provide, and Vendor wishes to provide to the BOCC, the goods defined in this Contract on the terms stated in this Contract.
- C. The BOCC is authorized to acquire and contract for these services by Colorado Revised Statutes §30-11-101, *et seq.*

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the BOCC and the Vendor agree:

AGREEMENT

1. Purpose. The purpose of this Contract is to define the terms and conditions by which Vendor will provide Hook Truck Tank to Garfield County as more specifically defined by Solicitation Document No. IFB-GC-RB-04-18 Attachment A (the "Solicitation"), which is incorporated herein for all purposes. For convenience, the Scope of Work from the Solicitation is attached as Attachment A (the "Scope of Work").
2. Term and Renewal. The initial term of this Contract is from 5/7/2018 to 12/31/2018. At the expiration of the initial term, the Contract may be extended for up to two additional one-year terms upon the express written consent of the parties.
3. County Representative. The BOCC shall be represented by Wyatt Keesbery, Director of Road and Bridge (the "County Representative"), who is designated and authorized to act on behalf of the BOCC for all purposes relating to the budget, performance, payment, and successful completion of this Contract.
4. Compensation. Payments pursuant to this Contract shall be made as earned, in whole or in part, in an amount not to exceed Thirty Seven Thousand Two Hundred Seven Dollars (\$37,207.00). Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient balance remains available for payment. Financial obligations of the BOCC payable after the current fiscal year are contingent upon funds for that purpose being budgeted, appropriated, and otherwise



made available. Any amount appropriated but not earned by December 31 of any year in which this Contract is in effect shall automatically expire on December 31 of that year.

- a. Invoicing Procedures. Payment(s) will be made to the Vendor upon receipt and approval of an invoice by the County Representative, who shall be the sole judge of the acceptability of the goods. Vendor and the County Representative shall agree upon a mutually acceptable invoicing schedule. The BOCC reserves the right to require additional information to support payments to the Vendor. Payments will be made to the Vendor within forty-five (45) of receipt of invoice or other mutually agreed upon period.
- b. Mailing Address. All invoices and notices related to this Contract shall be sent to the County Representative at the following address: Road and Bridge Administration, 0298 County Road 333A, Rifle, CO 81650.

5. Scope of Contract. This Contract shall include all terms and conditions specified in the Solicitation and in Vendor's successful bid, proposal, or offer in response thereto upon which this Contract was awarded, which is incorporated herein for all purposes (the "Bid"). If there is any inconsistency between this Contract, the Solicitation or the Bid, the following order of priority shall control: (a) this Contract; then (b) the Solicitation; then (c) the Bid, regardless of any statement to the contrary therein.

6. Delivery. Unless otherwise specified in the Solicitation or this Contract, delivery shall be FOB destination. The BOCC is relying on the promised delivery date, installation or service performance of 90 consecutive calendar days after issuance of Notice to Proceed as set forth in the Bid. If the Vendor fails to deliver as specified, the BOCC, in its sole discretion, may cancel its order or any part thereof without prejudice to its other rights, return all or part of the shipments so made, and charge Vendor with any loss or expense sustained as a result of the failure to deliver or perform as promised. Time is of the essence in the performance of this Contract.

- a. Liquidated Damages. The Vendor agrees that time is of the essence in the performance of this Contract and a delivery date is specified in this Contract. If the vendor fails to deliver the goods or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the County for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages and not as a penalty, the vendor shall pay to the County as fixed, agreed and liquidated damages, the amount of \$150.00, per unit, for each calendar day of the delay, which may be assessed as a deduction from the purchase price set forth in the Contract. If the Vendor is delayed for any reason beyond its control or fault, the Vendor shall submit the reason for the delay in writing to the Project Representative who shall decide whether it sufficiently justifies an extension of the completion date. Defaults or delays caused by subcontractors or suppliers, standing alone, does not constitute good cause for a delay.

Assessment of liquidated damages does not prevent the County from terminating the Contract under the termination provisions of the Contract. In the event of a breach, the vendor shall be liable for such liquidated damages accruing until such time the

County may reasonably obtain delivery or performance of similar goods and services.

7. Quality and Performance. All products delivered pursuant to this Contract shall be newly manufactured and the current model, unless otherwise specified in the Scope of Work. The County Representative shall be the sole judge in determining brand name equals with regard to quality, price, or performance. All services shall be performed strictly in accordance with the Scope of Work as incorporated into this Contract.

8. Safety Information. All chemicals, equipment, and materials proposed or used in the performance of this Contract shall conform to the requirements of the Occupational Safety and Health Act of 1970, as amended. Vendor shall furnish all material safety data sheets for any regulated chemicals, equipment, or hazardous material at the time of delivery.

9. Warranties. All manufacturer warranties and all applicable provisions and remedies of the Colorado Uniform Commercial Code relating to express and implied warranties are incorporated into the terms of this Contract, as are any warranties contained in this Contract and any attachments hereto.

10. Changes. Vendor shall furnish products or services strictly in accordance with the specifications and price(s) set forth for each item and in compliance with the Solicitation that induced the Vendor's Bid. This Contract shall not be modified, superseded, or otherwise altered, except in writing and signed by the Vendor and the BOCC. Each shipment received or service performed shall comply with the terms of this Contract, notwithstanding invoice terms or actions of the Vendor to the contrary, unless this Contract has been modified, superseded, or otherwise altered in accordance with this paragraph. No change or alteration to this Contract that requires payment in excess of the amount stated in ¶4 shall be effective unless there is a concurrent additional appropriation.

11. Ethics. Vendor shall not engage in unethical conduct in its performance of this Contract and shall comply with and abide by any applicable laws, regulations, or rules relevant to or governing its performance.

12. Inspection, Acceptance, Remedies, and Breach. Final acceptance of any delivery is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, the BOCC may exercise all rights, including those provided in the Colorado Uniformed Commercial Code. The BOCC shall have the right to inspect products and judge performance of all services provided under this Contract at all reasonable times and places. Services as used in this section shall include all services performed and tangible material produced and delivered in the performance of services. If any service performance does not conform to this Contract, the BOCC may require the Vendor to perform the service again and conform to the Contract requirements, without any additional compensation. For defects in the quality or quantity of service that cannot be corrected by re-performance, BOCC may (a) require Vendor to take necessary action to ensure future performance conforms to the Contract requirements, and (b) equitably reduce the payment due to the Vendor to reflect the reduced value of the service performed, or (c) in the alternative, the BOCC may elect to terminate this Contract under the provisions of ¶21.

13. Records, Reports, and Information. At such times and in such forms as the BOCC may require, the Vendor shall furnish statements, records, reports, data and information pertaining to matters covered by this Contract. The Vendor shall maintain its records in accordance with any requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Vendor shall maintain such records for a period of seven (7) years after receipt of final payment under this Contract.

14. Audits and Inspections. At any time during normal business hours and as often as the BOCC may deem necessary, the Vendor shall make its records with respect to matters covered by this Contract available for examination. The Vendor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Contract. The BOCC may call for a certified, independent audit to be performed, at the Vendor's expense, by a mutually agreed upon auditor.

15. Independent Contractor. Vendor is an independent contractor and is free to perform services for other clients. Neither Vendor nor any agent or employee of Vendor shall be deemed an agent or employee of the County for any purpose. AS AN INDEPENDENT CONTRACTOR, VENDOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS CONTRACTUAL RELATIONSHIP. Vendor shall have no authority, express or implied, to bind the BOCC to any contract, liability, or understanding except as expressly stated herein.

16. Sole Proprietor. If Vendor is a sole proprietor, Vendor agrees to swear or affirm under penalty of perjury under the laws of the State of Colorado that Vendor is a United States citizen, a Permanent Resident of the United States, or is lawfully present in the United States pursuant to federal law and agrees to provide proof of lawful presence in the United States with valid identification as defined by Colorado Revised Statutes § 24-76.5-103(4)(a) prior to starting work for the BOCC. Vendor further acknowledges that making a false, fictitious, or fraudulent sworn statement is punishable as perjury in the second degree under C.R.S. § 18-8-503.

17. No Conflict of Interest. Vendor represents that it is not aware of any transaction, activity, or conduct that would affect the judgment, actions or work of the Vendor by placing the Vendor's own interests, or the interests of any party with whom the Vendor has a contractual arrangement, in conflict with those of the County and agrees that no official, officer or employee of the County has any personal or beneficial interest whatsoever in the services provided by this Contract. Vendor also agrees not to hire, pay or contract for the services of any official, officer or employee of the County during the term of this Contract.

18. No Assignment. Vendor shall not assign any rights, delegate any duties, or subcontract any part of the performance required by this Contract without the express written consent of the BOCC. This Contract shall inure to the benefit and be binding upon Vendor and the BOCC and their respective successors and assigns and shall not create any third party rights or liabilities.

19. Indemnification. (a) If any product sold or delivered under this Contract is covered by a patent, copyright, trademark, or application, Vendor shall indemnify, hold harmless, and defend the BOCC from any and all loss, liability, cost, expenses, and legal fees incurred on account of any claims, legal

actions, or judgments arising out of the manufacture, sale or use of the subject article in violation or infringement of any such rights; (b) The BOCC shall, in all instances except claims arising from the sole negligent or willful acts or omissions of the BOCC, be indemnified by the Vendor from and against any and all claims. The Vendor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration for the award of this Contract, Vendor agrees to waive all rights of subrogation against the BOCC, its officials, agents, and employees for losses arising from the work performed by Vendor for the BOCC.

20. No Waiver of Governmental Immunity. The parties acknowledge that the County, its commissioners, officials, directors, agents and employees are relying upon and do not waive the immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

21. Termination.

a. Termination Prior to Shipment. If Vendor has not accepted this Contract in writing, the BOCC may cancel this Contract by written or oral notice to Vendor prior to any shipment of goods.

b. Termination Prior to Performance. If the Vendor is providing services as part of its obligations under this Contract, the BOCC may cancel this Contract by written or oral notice to the Vendor prior to commencement of any work.

c. Termination for Cause. (i) If Vendor refuses or fails to timely and properly perform any of its obligations under this Contract with such diligence as will ensure its completion within the promised timeframe, the BOCC may notify Vendor, in writing, of non-performance and, if not corrected within the time specified in the notice, terminate Vendor's right to proceed with performance or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this Contract to the extent not terminated and be liable for excess costs incurred by the BOCC to procure similar goods or services from another source. Payment for completed services performed and accepted shall be at the price set forth in this Contract. The BOCC shall not be responsible for payment for any services terminated under this provision. (ii) The BOCC may withhold amounts due to Vendor as the BOCC deems necessary to reimburse the BOCC for excess costs and damages incurred in completing or procuring similar goods and services. (iii) If, after rejection, revocation, or other termination of Vendor's right to perform, the BOCC determines that Vendor was not in default or the delay was excusable, the rights and obligations of the BOCC and Vendor shall be the same as if the notice of termination had been issued pursuant to ¶21(d) below.

d. Termination in Public Interest. The BOCC, through the County Representative, is entering into this Contract for the purpose of carrying out the public policy of the BOCC. If this Contract ceases to further such public policy, the BOCC, in its sole discretion, may terminate this Contract in whole or in part and such termination shall not be deemed to be a breach of BOCC's obligations hereunder. This section shall not apply to a termination for Vendor's breach, which shall be governed by sections set forth above. The BOCC shall give written notice of termination to Vendor specifying the part of the Contract terminated and when termination becomes effective.



Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the BOCC shall pay (i) reasonable settlement expenses; (ii) the Contract price or rate for supplies and services delivered and accepted; (iii) reasonable costs of performance on unanticipated supplies and services; and (iv) reasonable costs incurred in preparation for delivery of the undelivered goods. For existing goods, the BOCC shall pay (v) reasonable settlement expenses; (vi) the Contract price for goods delivered and accepted; and (vii) reasonable costs incurred in preparation for delivery of the undelivered goods.

22. Notices. Notices to be provided under this Contract shall be given in writing either by hand delivery or by certified mail, return receipt requested United States mail, to the following:

To the County: Wyatt Keesbery, Director Road and Bridge
0298 County Road 333A
Rifle, CO 81650

AND Chief Procurement Officer
810 Pitkin Avenue
Glenwood Springs, CO 81601
970-384-5018

To the Vendor: Harry Colborn
1605 Airport Road
Rifle, CO 81650

23. Fund Availability and Annual Appropriation. Financial obligations of the BOCC, payable after the current fiscal year, are contingent not only upon a mutual agreement to renew this Contract as stated in ¶2 but also the budgeting, appropriation and other acts as necessary to make funds available for such renewal. If this Contract is funded in whole or in part with state funds, it is subject to and contingent upon the continuing availability of state funds for the purposes hereof. If this Contract is funded in whole or part with federal funds, it is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The BOCC represents that it has properly budgeted and appropriated sufficient funds for the performance anticipated during the initial term of this Contract. To the extent this Contract requires performance or actions by the BOCC subsequent to the initial term, such performance or actions are specifically contingent on appropriation of funds to support those activities. If the subject of this Contract is for the design or construction of a public works project, as contemplated by C.R.S. § 4-91-103.6, as amended, this section shall constitute notice of phased construction with initial appropriation for the current fiscal and calendar year. The BOCC may consider subsequent appropriations necessary for performance by the Vendor in any following calendar and fiscal years if the BOCC desires such performance.

24. Compliance with Laws and Regulations. Vendor agrees that all work performed under this Contract shall comply with all applicable laws, rules and regulations.

25. Contract Integration and Interpretation. This Contract represents the entire agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. This

Contract and any attachments referenced constitute the entire agreement between the parties and no additions, amendments or modifications are valid unless in writing and signed by both parties. The headings contained in this Contract are for reference and convenience only.

26. Modifications. This Contract may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by both parties. No change or alteration to this Contract that requires payment in excess of the County Representative's authority stated in ¶3 shall be effective.

27. Choice of Law. This Contract shall be governed by the law of the State of Colorado. Venue for all actions relating to the Contract shall lie in the District Court for Garfield County, State of Colorado.

28. Counterparts and Scanned Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original. Scanned signatures of authorized signatories shall be effective for all purposes.

29. Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Contract shall remain in full force and effect.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and effective as set forth above.

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO**

**CONTRACTOR:
Harry's Heavy Haulers, Inc. dba
Rifle Equipment, Inc.**

By: [Signature]
Authorized County Representative
Name: JOHN MARTIN
Title: CHAIR
Date: MAY 7 2018

By: [Signature]
Authorized Representative
Name: HARRY COLBORN
Title: pres
Date: 4.30.18

Attest: [Signature]
Clerk to the Board

Address: 1605 Airport Rd.
Rifle, Co 81650

Date: 5-7-18



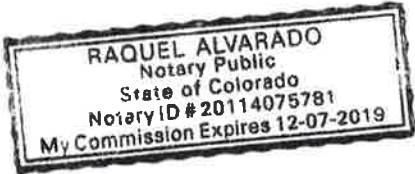
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

On this day, Harry R. Colborn III appeared before me and averred that he/she has read the foregoing Contract, is an Authorized Representative of the Contractor, and is duly authorized to execute this Contract on Contractor's behalf.

Subscribed and sworn to before me this 30th day of April, 2018.

My commission expires on: 12/07/2019.

SEAL



[Signature]
Notary Public

Attachments:
A – Scope of Services (Required)



1605 Airport Road, Rifle, CO 81650
 Phone: (970)-625-2580 Fax: (970)-625-8247

Revise CUSTOMER QUOTATION 4/25/2018

TO: Garfield County DATE: 4/25/2018
Ryan Peskuski
rpeskuski@garfield-county.com SALESMAN: Trent Kite
970-945-1377 ext.7439

Qty.	Description	List Price
1	Provide one 80 BBL Vacuum Tank on Ampiroll A Frame to meet customer specifications on attachment "A"	\$35,889.00 EA
	DOT lights	\$820.00
	Blow off	\$498.00
	Reflective tape	N/C
	Total	\$37,207.00

Quotation Submitted by Harry Colborn

Harry Colborn Date 4-25-18

Attachment A.



Garfield County

PROCUREMENT DEPARTMENT

IFB-GC-RB-04-18 - Hook Truck Tank

FOB Garfield County Road and Bridge Shop - 0298 County Road 333A, Rifle CO 81650

	Mandatory Equipment Specifications	Meets	Comments
1	Pressure and Vacuum Style Round Tank	yes	3/4" thick A ⁵⁶ Carbon Steel 72" Dia
2	15' Long by App. 6' Dia. 80bbl	yes	
3	Min. 2 Baffles	yes	
4	Full Length Hose Trough / Fenders with Rhino Lining or equivalent	yes	
5	Front Left Fender Support for Vacuum Pump Mounting	yes	reinforced 5/16 plate
6	A - Frame Welded On for AmpliRoll by Marrel Hook System Type: AL160/1900 USA. Frame 42" wide by 16.5' length with Rear Rollers and center of hook 64" from Bottom of Frame	yes	will use AmpliRoll system
7	Challenger 607sv Vacuum/ Pressure Pump with Hydraulic Drive Motor installed Front Left Trough/ Fender	yes	
8	Vacuum Pump Scrubber	yes	will use NVE scrubber
9	3" Spray bar Front and Rear With Victaulic Couplers on Each End with 90deg. Fitting with United Brand Air Sprayer Heads Air Lines Routed to Front Left Trough	yes	will use United Couplers & Sprayheads
10	4" Rear Dump Valve with Cam-Lock For Suction Hose	yes	
11	Rear and Top Mounted Man-ways	yes	
12	Front and Rear Tube Style Water Gauges	yes	
13	Access Ladder on Passenger Side	yes	
14	Safety Valve for Pressure and Vacuum with Gauge	yes	
15	Tank Sloped to the Rear	yes	
16	Interior Spray Lined Rust Preventative : Coating After all Welding is Complete	yes	
17	White Industrial Paint Exterior	yes	
18	FOB Garfield County Rifle Road and Bridge Shop within 90 consecutive calendar days after award.	yes	

This Attachment A must be signed and submitted in your bid packet.

Signature: Henry R. Colburn

Date: 4-13-18

Attachment A

Ryan Peskuski

From: Ryan Peskuski
Sent: Wednesday, April 11, 2018 8:30 AM
To: 'Harry Colborn'
Subject: RE: Replacement water tank

Harry,

one man way in the rear of the tank and on the top one man way on either side of the baffles. we need min. one baffle in the tank so that would be a min. of two man ways on top

1/4" thick

1/4" airlines for the spray heads need to be ran to the front of the left side hose trough in front of the pump location with an extra 4' of hose and no valve controls. truck is already equipped with controls for the spray heads

Thanks,

Ryan

From: Harry Colborn [mailto:harry@rifleequipment.com]
Sent: Tuesday, April 10, 2018 4:32 PM
To: Ryan Peskuski <rpeskusi@garfield-county.com>
Subject: RE: Replacement water tank

Exactly how many manways do you want on top of the tank? Do you want any air controls figured in for the truck, for the spray heads? You don't specify the thickness of the steel I assume 1/2 inch but some make them out of 3/16 Thanks harry

From: Ryan Peskuski [mailto:rpeskusi@garfield-county.com]
Sent: Friday, April 06, 2018 9:58 AM
To: John Rundle <john@rifleequipment.com>
Cc: Harry Colborn <harry@rifleequipment.com>; Trent Kite <trent@rifleequipment.com>; Jarmalca Watts <jwatts@garfield-county.com>
Subject: RE: Replacement water tank

Attachment A

John,

I apologize. My fingers are faster than my mind today. If you could get this back to me before next Friday I would really appreciate it.

Thanks,

Ryan

From: Ryan Peskuski

Sent: Friday, April 05, 2018 9:56 AM

To: 'John@rifleequipment.com' <john@rifleequipment.com>

Cc: Harry Colborn <harry@rifleequipment.com>; 'trent@rifleequipment.com' <trent@rifleequipment.com>; Jamaica Watts (jwatts@garfield-county.com)

<jwatts@garfield-county.com>

Subject: Replacement water tank

Good morning John,

Like we discussed on the phone I did a formal solicitation via Rocky Mtn. E-Purchase for a replacement water tank for our hook truck and did not receive any bids back. As such I am now reaching out to a couple of companies to obtain informal quotes for this and would greatly appreciate if you would respond to this request.

Attached are the specifications for the water tank. Please use this as a basis for your quote. If you can not 100% meet the specification please note where it does not when submitting the quote back to me before

if you have any questions please do not hesitate to reach out to me. Please do not contact any other County employee except for a Procurement staff member regarding this quote request (Jamaica or myself).

Thank you,

Ryan Peskuski

Sr. Purchasing Agent

Garfield County Procurement

(970)-945-1377 ext. 7439

Fax: (970)-384-5008

810 Pitkin Ave.

Glenwood Springs, CO 81601

Attachment A