

**ADAMS COUNTY, COLORADO  
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 15<sup>th</sup> day of July 2014, by and between the Adams County Board of County Commissioners, located at 430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **POTESTIO BROTHERS EQUIPMENT**, 19020 Longs Way, Parker, Colorado 80134, 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 2014.135** as **Exhibit A** and the Contractor's responses to the IFB 2014.135 attached hereto as **Attachments A1-A3**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A3** and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: Not Applicable.

**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.

**3. TERM:**

3.1. Term of Agreement: The initial term of this Agreement shall be for sixty (60) days from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.

3.2. Extension Options: Not applicable.

**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 not to exceed **sixty-four thousand, six hundred and fifty-two dollars and no cents** (\$64,652.00), in accordance with the attached fee schedule reference in **Attachment A1** for the initial year.

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
- 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, comprehensive automobile liability, and professional 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 with the 17<sup>th</sup> Judicial District, 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, 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. 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.
- 10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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 Front Range Airport  
Contact: Bob Lewan, Interim Airport Director  
Address: 5200 Front Range Parkway  
City, State, Zip: Watkins, Colorado 80137  
Office Number: 303.261.9103  
E-mail: [blewan@ftg-airport.com](mailto:blewan@ftg-airport.com)

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: Potestio Brothers Equipment  
Contact: Joe Conner, Sales  
Address: 19020 Longs Way  
City, State, Zip: Parker, Colorado 80134  
Office Number: 719.550.0680  
E-mail: [joec@pbequip.com](mailto:joec@pbequip.com)

10.8. 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.

10.9. 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.

10.10. 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. CHANGE ORDERS OR EXTENSIONS:**

11.1. Change Orders: The County from time to time, may 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

**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.

The remainder of this page left blank intentionally

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

Attachments:

1. Bid, dated June 24, 2014
2. Bidder's Signed Certificate of Compliance for IFB 2014.135, dated June 24, 2014
3. Bidder's Statement/Signature Page for IFB 2014.135, dated June 24, 2014

The remainder of this page left blank intentionally



**ATTACHMENT ONE**  
SUPPLIES OR SERVICES AND PRICES  
BID SCHEDULE

Bidder shall furnish all labor, materials, equipment, installation and perform all work as specified in specifications. The quantities shown on the Bid Schedule are for evaluation purposes.

<u>Item</u>	<u>Description</u>	<u>Estimated Unit</u>		
		<u>Quantity</u>	<u>Price</u>	<u>Extension</u>
1	Airfield Mowing Tractor, general purpose 4-wheel drive, non-articulated <u>John Deere 5085E</u> Brand name and Model #	1 each	\$ <u>46,370</u>	\$ <u>46,370.00</u>
2	<b>Airfield Mowing Tractor Options:</b> Independent Hydraulic System, minimum 34-GPM at 4,350 PSI, includes 3/4" couplers and case drain connectors. Loader, quick attach, Cab end, 3,500lbs lift capacity, Loader bucket and forks.	1 each	\$ <u>7,900.00</u>	<u>Includes Loader and Forks only</u>
3	Tow Type Mower 13'x 12' Mechanical type drive/PTO <u>Landpride RC2512</u> Brand name and Model #	1 each	\$ <u>9300</u>	\$ <u>9300.00</u>
4	<b>Tow Type Mower Options:</b> Positive lock assembly (either chain or bracket) to hold wings in the vertical position for transport or long-term parking.	1 each	\$ <u>Included</u>	
5	VHF Airband Transceiver, Frequency coverage, 118 to 136.975 MHz, Usable temperature range, 20 F to +150 F, Channel spacing, 25 kHz, Minimum memory channels, 10, 12 volt DC negative ground power supply, Dimensions to be no larger than 6.5" wide x 2" high x 8.5" deep, Output power, 36 Watt (pep), 9 watt (carrier) typical.  Brand name and Model #	1 each	\$ <u>No Bid</u>	\$ <u>No Bid</u>
6.	<b>Spare Parts:</b> <u>Mowing Tractor</u> , Complete Sets of Filters <u>Tow Type Mower</u> , Complete set of cutting blades Shear Pins Complete Sets Skid Shoes Spare Tire, wheel, hub, hub bearings, seal assembly, shipped loose Spare tongue jack, shipped loose Axle Shafts	2 each  1 each 24 each 2 each  1 each 2 each	\$ <u>530.00</u>  \$ <u>156.00</u> \$ <u>Shear Pins not used</u> \$ <u>52.00</u>  \$ <u>244.00</u> \$ <u>100.00</u>	

**Total Bid \$ 64,652.00**

Please Note Exceptions

## **Exceptions for 2014.135**

### **Tractor**

- 12.1.4 Fuel Heat NA
- 12.1.6. 12 Speed Power Reverser, Shuttle F & R
- 12.1.7 Lift 3,200 lbs  
Draw Bar Fixed
- 12.1.8 Non Flanged
- 12.1.11 Hydraulic Heat NA  
Coolant and Heat not tied together
- 12.1.15 Independent Hyd will not be quoted

### **Mower**

- 12.2.3 PTO Shafts do not use shear pins.  
When you have Slip Clutches which are adjustable
- 12.2.5 Axles are non Walking
- 12.2.4 Skirt 3/16
- 12.2.6 Single row chains front & rear, No guards on the side  
No Deck Rings
- 12.2.7 Cat 4, Rods are non Nitride  
Wear Shoes Placed on the front sides

## WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the Purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting equipment which may have a delayed warranty start date, but only if established by John Deere and noted by the Selling Dealer on the Purchase Order). **Included in Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier™ Equipment CR14, LL13, LL14, and DH44 Series	6 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application
Frontier™ Equipment Snow blowers SB12 and SB13 series	12 months
Other Frontier™ Equipment	12 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application
Sugar Cane Harvesters and Loaders	12 Months or 1500 hours, whichever comes first.
All other Equipment (includes Ag Management Solutions (AMS) equipment)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First, First 12 Months, No Bale Limitation
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, LA100 and D100 Series Tractors **	24 Months or 120 Hours, Whichever Comes First
2) X300 Series Tractors; Z445 and Z465 EZtrak Mowers.**	48 Months or 300 Hours, Whichever Comes First
3) X500 Series Tractors; Z600 Series Residential EZtrak Mowers.**	48 Months or 500 Hours, Whichever Comes First
4) X700 Series Tractors.**	48 Months or 700 Hours, Whichever Comes First
5) JS Series Residential Walk-Behind Mowers.	24 Months in Private Residential -Personal Use or 90 days in Any Other Application
6) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Quik Trak™ Mowers, Commercial Walk Behind Mowers (32" or larger), and 7- IRON™ Mower Decks.	24 Months
7) Z900B Series and Z900M Series ZTrak Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
8) Z997, Z900A Series and Z900R Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
9) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
10) GATOR™ Utility Vehicles (except CX and RSX)	12 Months or 1000 Hours, Whichever Comes First
11) RSX Series Utility Vehicles	6 Months
12) Implements; Attachments sold separately and attachments used on Equipment listed in 6 through 10.	12 Months
13) CX GATOR™, WE80 and WE85 Walk Behind Mowers, All other Turf & Utility Equipment.	24 Months in Private Residential -Personal Use or 12 months in Any Other Application

\*\*Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Attachments purchased separately will be covered by the Attachment warranty (in line 12).

**C. (I) ITEMS COVERED SEPARATELY** – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, and windrowers are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by Selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

**(II) WHAT IS NOT WARRANTED** – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

**D. SECURING WARRANTY SERVICE** – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an authorized dealer within a reasonable time.

**E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

**F. NO DEALER WARRANTY** THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

**G.** If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

**NOTICE:** Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). If these terms and conditions are not agreeable do not proceed and do not use the Services.

**AGRICULTURAL PRODUCTS**  
**JOHN DEERE TRACTORS**

---

**5085E Utility Tractor (70 PTO hp)**  
Equipment for Base Machine

5085E Equipment for Base Machine

**ENGINE:**

85 (60.5 kW) 97/68/EC Engine Horsepower @ 2400 RPM\*

70 (51.5 kW) PTO Horsepower @ 2400 RPM\*

4 Cylinder Turbocharged

John Deere PowerTech PWX Diesel Engine

EPA Interim Tier 4 Compliant

276 C.I.D. (4.5 L) High Pressure Common Rail

Oil Cooler

Dry Type Air Cleaner with

Safety Element

Underhood Muffler with

Vertical Exhaust Stack

Anti-Freeze

Water Separator Bowl

Hand and Foot Throttle

Key Engine Shut Off

Fan Finger Guard

Fuel Cooler

**TRANSMISSION:**

L2F/L2R PowerReverser Transmission

LH Electrohydraulic (EH)

Directional Reverser

Integrated Park Position

Differential Lock

Neutral Start Safety Switch

Wet Traction Clutch

**FRONT AXLE AND TIRES:**

Mechanical Front Wheel Drive

(4 Wheel Drive) Front Axle

Mechanical MFW Engagement

Planetary Final Drives

8-Position Steel Front Wheels

with Two 11.2-24 GPR (R1)

**REAR AXLE AND TIRES:**

Flanged Rear Axle

Planetary Final Drives

8-Position Steel Rear Wheels

with Two 16.9-30 BPR (R1)

**STEERING AND BRAKES:**

Hydrostatic Power Steering

Hydraulic Wet Disk Brakes

Self-Equalizing and

Self-Adjusting

**HYDRAULICS:**

Open Center Hydraulic System

Tandem Gear Pump 22.5 GPM

(85.1 LPM) Maximum Total Flow

Steering Pump 6.6 GPM (24.9 LPM)

Implement Pump 15.9 GPM (60.1 LPM)

Hydraulic Oil Cooler

Dual Rear SCV Control Valve

**POWER TAKE-OFF SHAFT:**

Independent "Live" 540 RPM /540E

Rear PTO Shaft

Electro-hydraulic PTO engagement

\* 2400 Rated Engine RPM

Economy PTO setting for 540 PTO RPM

@ 1716 Engine RPM

Wet PTO Clutch

Operator Presence Safety

Warning - PTO

Safety Start Switch

**Flip Up PTO Shield**

**ROCKSHAFT, HITCH AND DRAWBAR:**

Telescopic Draft Links with Category II Balls

Adjustable Sway Chains

Adjustable Straight Drawbar

Top Link Draft Sensing

**INSTRUMENTATION:**

Electric Fuel Gauge

Tachometer/Hour Meter

Oil Pressure Indicator Light

Coolant Temperature Gauge

Alternator Indicator Light

Air Restriction Indicator Light

Turn Signal Indicator Light

High Beam Indicator Light

PTO Engagement Indicator Light

MFW Engagement Indicator Light

**ELECTRICAL:**

12-Volt Electrical System

One Battery - 950 CCA\*\* with

180 Minute Reserve Capacity

7-Pin ASAE Outlet Socket

90 Amp Alternator

**LIGHTS:**

Open Operator Station -

Two Front Halogen Headlights

Two Turn/Warning Lights

Single Rear Work Light

Cab -

Two Front Halogen Headlights

Six Turn/Warning Lights

Two Rear Work Lights

Two Front Work Lights

**MISCELLANEOUS:**

SMV Emblem

Tilt-Up Hood

Side-Mounted Toolbox

**OPEN OPERATOR STATION:**

25 U.S. Gallon (95 L)

Fuel Tank Capacity

Open Station

Cup Holder

Deluxe Floor Mat

**CAB**

30 U.S. Gallon (115 L)

Fuel Tank Capacity

Left Hand Door Only

Air Conditioning

Cup Holders

Radio/CD Ready (Antenna Cable,

Two Speakers, and Wiring Harness)

Front Windshield Wiper

90 Amp Alternator

\* Manufacturer's Rating

\*\* Cold Cranking Amps

# Warranty Statement By Product

Any warranty will be void if proper and regular maintenance and upkeep has not been performed.

## Mowers

### ALL-FLEX MOWERS

AFM4211, AFM4214, AFM4216

Overall Unit and Drivelines: One year Parts and Labor  
 AFM42: Gearbox: 5 years on Parts and Labor  
 AFM40 Series S/N 368188+: Gearbox: 5 years Parts and Labor  
 AFM45 Series S/N 492051+: Gearbox: 2 years Parts and Labor  
 Cylinders: One year Parts and Labor, hoses and seals considered wear items  
 Belts, blades, friction discs in slip-clutch and tires considered wear items

### FLAIL MOWERS

Overall Unit and Driveline: One year Parts and Labor  
 Gearbox: One year on all components  
 Belts and blades considered wear items

### GROOMING MOWERS

Overall Unit and Driveline: One year Parts and Labor  
 S/N 329841+: Gearbox: 5 years Parts and Labor  
 S/N 329840-: Gearbox: One year Parts and Labor  
 Belts, blades, friction discs in slip-clutch and tires considered wear items

## Zero Turn Mowers

### ZT, ZTi, ZXT PRO, ZT3

Tractor: 2 years Parts and Labor  
 Engine: Warranty administered through Engine manufacturer  
 Hydraulic Wheel Motors and Pumps:  
     ZTi, ZT and ZXT Series: 3 Years Parts and Labor  
     Previous Accu Z: 2 Years or 1200 hours Parts and labor, whichever comes first  
 Front Edge of Mower Deck: Limited warranty against all defects in the deck which results in the front edge of the deck being bent into the blades, for the entire length of ownership by the original purchaser.  
 Frame: Frame breakage through the entire length of ownership by the original purchaser.  
 Blade Spindle Bearings: 3 years  
 Front Gauge Wheel Yoke Bearings: 3 years  
 Battery: 1 year limited warranty  
 Rental Units: Limited warranty on all materials and workmanship for a period of 90 days.  
 Belts, blades and tires are considered wear items.  
 Filters and plugs are considered maintenance items.

### Z, ZR, ZSR, ZST

Residential Use: (Normal residential purpose means use of product on same lot as your home.)  
     Z Series: 4 years Parts and Labor  
     Previous Razor Series: 2 Years Parts and Labor  
 Commercial Use: For commercial, institutional or rental use; 90 days from date of delivery on all materials and workmanship.  
 Engine: Warranty administered through Engine manufacturer  
 Front Edge of Mower Deck: Limited warranty against all defects in the deck which results in the front edge of the deck being bent into the blades for the entire length of ownership by the original purchaser. (Residential or Commercial)  
 Frame: Frame breakage through the entire length of ownership by the original purchaser.  
 Battery: 1 year limited warranty  
 Belts, blades and tires are considered wear items.

\* See Maintenance Notice on Pg. 3

## RC2512 Model

List	Specifications & Capacities
Min. PTO Horsepower	40-75 HP
Gearbox Horsepower Splitter Center & Wings	160 HP 75 HP
Gearbox Shafts Input Shaft Output Shaft	1 3/8" 6 Spline 1 1/2"
Gear Box Capacity & Lubrication Splitter Center & Wings	4.5 pints of gear lube 80-90W EP 4 pints of gear lube 80-90W EP
Cutting Capacity	1 1/2"
Hitch Weight	793 lbs.
Machine Weight	2,540 lbs.
Blade Tip Speed At 540 RPM	Center Blades = 16,500 FPM      Wing Blades = 16,000 FPM
Hitch Types	Pull-type self-leveling hitch & clevis
Hitch Jack	Standard (2,000 lbs.)
Cutting Width	12'-0"
Overall Cutting Width	12'-7"
Minimum Transport Width	7'-11" With front cutting blade 1 1/2" off the ground.
Overall Length	13'-3"
Deck Height	11"
Cutting Height	1 1/2" to 12"
Lift Hydraulics	2 1/2" x 8" hydraulic cylinder, hoses, fittings & stroke control spacers
Wing Folding Hydraulics	2" x 8" hydraulic cylinders, hoses & fittings
Wing Flex	22° Down and 45° up while cutting.
Wing Transport Protection	Wing transport locks
Deck Material	10 Gauge deck
Side Skirt Material	3/16" Plate
Skid Shoes	Wing Deck: 1 replaceable per wing Center Deck: 2 replaceable shoes
Blade Rotation Left Wing Center Deck Right Wing	Counterclockwise Counterclockwise Clockwise
Blades - 6 (2 per deck)	1/2" x 3" Heat Treated Free Swinging Alloy Steel with up lift
Blade Overlap	6"
Blade Bolt	Keyed with hardened flat washer & lock nut
Stump Jumper / Blade Holder	10 Gauge round dish shaped pan, reinforced with 1" x 3 1/2" blade bar
Front & Rear Guards	Single chain
Input Driveline	ASAE Category 4 with constant velocity u-joint
Intermediate & Wing Drivelines	ASAE Category 3 with slip-clutch
Wheels	20.5" x 6.75" x 10" used Aircraft Tires or 21" laminated wheels
Number of Wheels	4 - Wheels: 2 on transport axle and one on each wing axle
Transport Axle	Spring-cushioned lift cylinder
Hubs	Cast iron five-bolt hubs with tapered roller bearings and 1 3/4" shafts.
Colors	Standard color: Beige; Optional colors: Red, Green, or Orange

## Features and Benefits

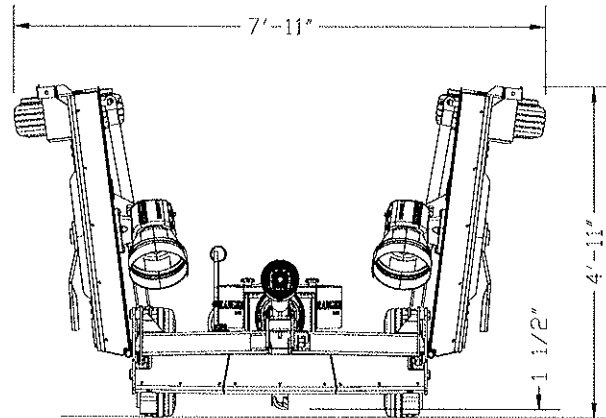
### Rotary Cutters, Folding Deck

#### RC2512 Model

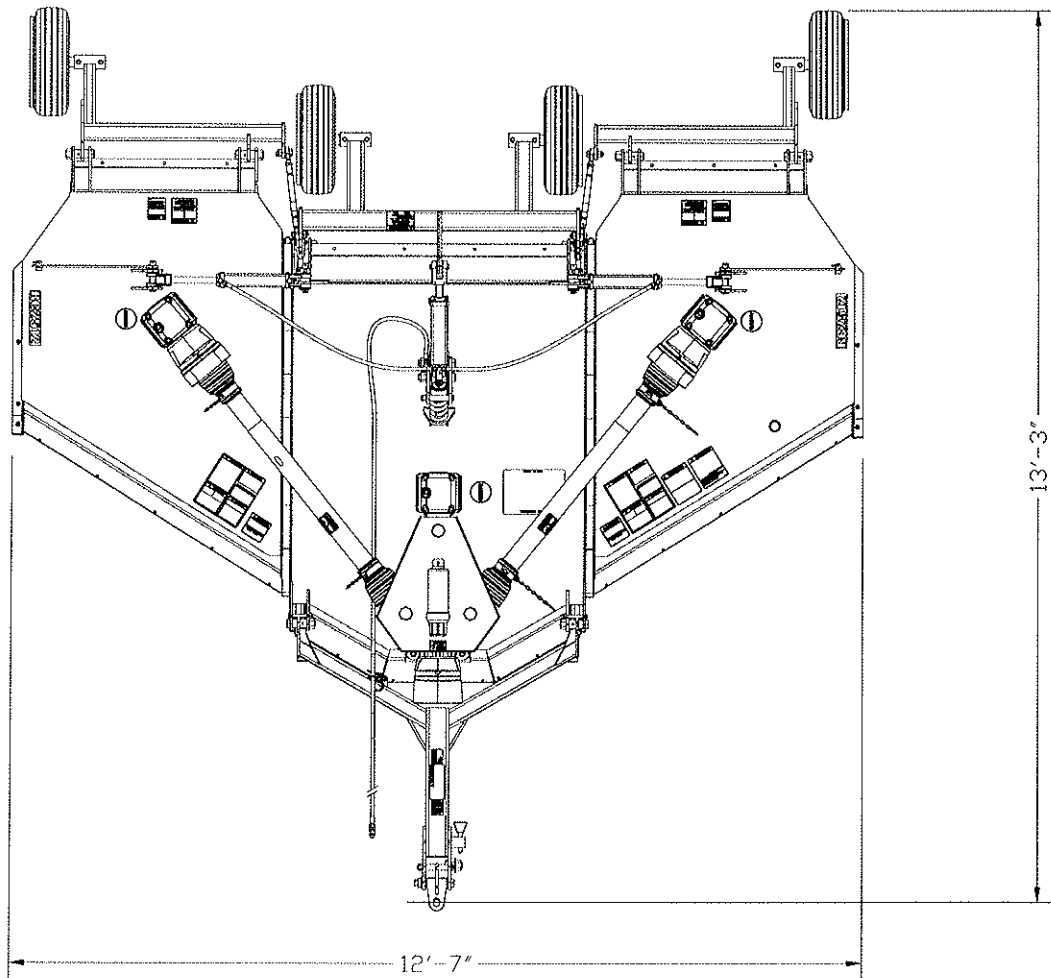
Features	Benefits
Surpassed rugged industry standards	All Land Pride Cutters have been designed and tested and meet rigorous voluntary testing procedures.
Factory assembled	Saves customer set-up time and money.
5 Year gearbox warranty	Shows confidence in gearbox integrity.
160 HP Divider gearbox and 75 HP wing gearboxes	A rugged heavy built gearboxes capable of handling heavy cutting applications.
Gearbox Seal Protection	Gearbox bottom seal protection for longer bearing life.
Input driveline: Cat. 4 CV	Driveline is matched just right for capacity of tractor. Constant velocity (CV) U-joint allows for 80 degree turns without doing damage to the driveline.
Easy greasable drivelines	Drivelines have access holes for greasing the U-joints and to grease the inner profiles.
2 Plate slip-clutch	Protects drivelines and gearboxes by slipping clutches rather than twisting the driveline when impacts are encountered.
16,500 FPM High blade tip speed	Allows clean cutting of material and even distribution.
6" Blade overlap	Eliminates skipping during turns.
Left wing rotates counterclockwise	Better discharge of material. Picks up tractor tracks.
11" Deck height	Handles heavy cutting, which reduces balling-up of cut material under the deck.
10 Gauge Stump jumper backed with a 1" thick mounting bar	Allows cutter to slide over obstructions protecting gearbox output shaft & bottom seal.
10 Gauge smooth deck top	Reduces accumulation of debris and is easier and faster to clean.
3/16" Plate side skirt	Reduces debris piercing possibilities.
Self-leveling hitch	Reduces drawbar wear by keeping hitch level while going through ditches.
Low hitch weight	Less drawbar wear. Less ballast required. Works well with lighter tractors.
Single remote hydraulics	Easy to operate. Fits most tractors, only one duplex outlet required.
Hinged wing sections, 22° down & 45° up while cutting	Allows cutter to follow terrain. Ideal for rough ground where hillsides, ditches and hollows can cause uneven cutting.
7/8" Solid hinge rods	Gives great strength to the cutter from front to rear, and in the hinge area itself.
Wing transport locks	Holds transport wings in the folded-up position in case of hydraulic pressure loss.
Enclosed front to rear dual leveling rods	Dual leveling rods enable the cutter to pull equally on the rear axle during travel over rough terrain. Many competitors only use one leveling rod.
5-Bolt hubs	5-Bolt hubs makes the wheel assembly more durable and longer lasting.
Drain holes in wheel rims	Allows water to drain from wheels mounted on folded-up wings. Helps prevent paint deterioration and rusting to the wheel rims.
Spring-cushioned lift cylinder	Cushions loads on drawbar.
Replaceable wheel spindles	Wheel spindles can be replaced when damaged without replacing the entire axle. Simply remove one bolt to replace damaged spindle.
7/8" Leveling rods	Large diameter leveling rods provide superior supporting strength over rough terrain.
Airplane tires with flotation lip	Gives better cushion while transporting and provides flotation in soft ground.

*Designs, specifications, features and information are subject to change without notice.*





**Transport Width Without Special Adjustments.  
Center Deck Cutting Blade 1 1/2" Off The Ground**



**Dimensions Shown With Center Deck Cutting Blade 1 1/2" Off The Ground**

30638

## 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:

Potestio Brothers Equip  
Company Name

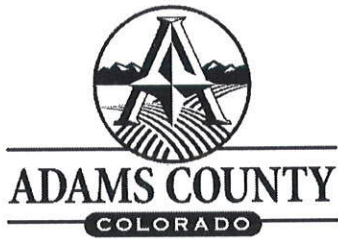
6/24/2014  
Date

Joe Conner  
Name (Print or Type)

  
Signature

Sales  
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



**INVITATION FOR BID**  
2014.135

**AIRFIELD TRACTOR, MOWER  
AND VHF AIRBAND TRANSCEIVER**

**VENDOR'S SIGNATURE PAGE**

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # \_\_\_\_\_  
If None, Please write NONE.

<u>Potestio Brothers Equipment</u>	<u>6/24/2014</u>
Company Name	Date
<u>19020 Louisa Way</u>	<u>[Signature]</u>
Address	Signature
<u>Paerker, CO 80134</u>	<u>Joe Conner</u>
City, State, Zip Code	Printed Name
<u>Douglas</u>	<u>Sales</u>
County	Title
<u>719-550-0680</u>	<u>719-550-0773</u>
Telephone	Fax
<u>joe@pbegquip.com</u>	
E-mail Address	

## **EXHIBIT A**

(All Documents following this page of the Agreement)

### Exhibit:

1. Adams County IFB 2014.135 Airfield Tractor, Mower and VHF Airband Transceiver Solicitation

The remainder of this page left blank intentionally

## **EXHIBIT A**

### **ADAMS COUNTY FORMAL INVITATION FOR BID 2014.135**

---

### **TRACTOR, MOWER AND VFH AIRBAND TRANSCEIVER**

**All documents and Addendums related to this BID  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

#### **BID ISSUANCE**

**Date: May 23, 2014**

#### **QUESTIONS**

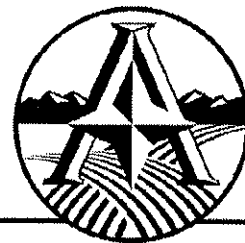
**Written questions will be accepted through:  
Thursday, May 29, 2014, by 2:00 p.m.**

#### **BID OPENING**

**Date: Wednesday, June 25, 2014**

**Time: 2:00 p.m.**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
Brighton, Colorado 80601**



---

**ADAMS COUNTY**  
**COLORADO**

---

## STATEMENT AND SCOPE OF SERVICES

11. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from vendors for the purchase and delivery of an airfield mowing tractor, pull-behind mower and airband receiver for general use at the Front Range Airport located at 5200 Front Range Parkway, Watkins, Colorado 80137.

## SCOPE OF SERVICES

12. The mower must be able to simply attach to the tractor through normal industry standards and operate properly. It is the intent of the Airport to utilize the tractor with other implements and the mower with other tractor units.
  - 12.1. Tractor Specifications:
    - 12.1.1. General purpose tractor, 4-wheel drive, non-articulated.
    - 12.1.2. All safety items to meet latest Federal safety standards. Operators seat belt. Slow moving vehicle signage for Colorado State.
    - 12.1.3. Wheelbase: Minimum of 80", measured at Centerline of axle to centerline of axle. Operating weight, at least 5,800lbs.
    - 12.1.4. Engine: Minimum, 4-cylinder, 3.0 liter, turbocharged, 60HP rating at PTO. Engine shall meet present Federal and Colorado State emission standards. 120 volt engine coolant heater Fuels, certified to operate on Biodiesel fuels. Water/sediment pre-filter. Fuel filters, spin-on primary and secondary. Air cleaner, dual element, exhaust aspiration. Turbo II pre-cleaner (option) Oil filter(s), spin-on. Hand throttle.
    - 12.1.5. Fuel tank: Minimum 20-gallons.
    - 12.1.6. Transmission: Minimum 12 speed, hydrostatic, clutch-less, shuttle shift forward to reverse.
    - 12.1.7. PTO/3-Point: Cab end, PTO, 540/1000 rpm, safety interlock, auto-feathering, PTO shield, adjustable swinging drawbar and 3-point Cat II hitch with minimum 3,400lbs lift rating.

Scope of Services continued..

- 12.1.8. Axles: Cab end axle, flange type, enclosed within axle planetary final drive.
- 12.1.9. Steering: Front wheel steering.
- 12.1.10. Brakes: Hydraulic wet disc. Emergency brake.
- 12.1.11. Electrical: 12-volt, negative ground minimum one (1) each; 950 CCA batteries, 120 volt battery pad heater, Safety start switch with key fuel shutoff. Complete common panel electrical circuit protection, via fuses, breakers and relays. Two (2) each in-cab auxiliary circuits, fused. Road lights, halogen Tail, stop, turn lights, safety flashers one (1) each. Cab mounted 17" Whelen Eng. Co., Model G1P or an approved equal, amber halogen rotating mini light bar, individually switched on cab dash. Four (4) each, high intensity work lights, halogen, mounted one on each cab corner, switched for front, rear or both operation. All 120 volt heaters, (engine, hydraulic, battery) wired to one receptacle Battery Disconnect switch.
- 12.1.12. Cab: Complete cab enclosure, built per ROPS, 2-door design, or an approved equal. All tinted glass, heavy-duty, high-output heater/defroster. Air conditioning, wipers/washers on both windshields, cab and engine ends. Exterior rearview mirrors, cab mounted suspension seat with armrests, AM FM Radio.
- 12.1.13. Tires: R-1 Agricultural, non directional radial tires.
- 12.1.14. Hydraulic System: Minimum 12 GPM, spin-on suction filter, and hydraulic heater.
- 12.1.15. **Mowing Tractor Options**: Independent Hydraulic System, minimum 34-GPM at 4,350 PSI, includes ¾" couplers and case drain connectors. Loader, quick attach, Cab end, 3,500lbs lift capacity. Loader bucket and forks.
- 12.2. Mower Specifications:
  - 12.2.1. Tow type mower flex wing rotary cutter.
  - 12.2.2. Overall width/Cut width – the overall width shall not be more than 13 feet, and the cut width of the mower shall be no less than 12 feet.

Scope of Services continued..

a combination of gel/foam, supply one (1) aviation quality push to talk switch, and minimum one (1) year warranty.

12.4. Manuals:

12.4.1. Tractor: Two ( 2) sets of complete parts, service and operational manuals shall be provided at time of delivery. Manuals are to the complete overhaul type. One (1) each CD type manual set if available.

12.4.2. Mower: Two (2) sets of complete parts, service and operational manuals shall be provided at time of delivery. Manuals are to the complete overhaul type. One (1) each CD type manual set if available.

12.5. Warranty Tractor and Mower:

12.5.1. Tractor warranty shall be for a minimum of two (2) years from time the product is fully accepted and operational at the Watkins, Colorado Airport jobsite. Please provide warranty terms in bid response package.

12.5.2. Mower warranty shall be a minimum of one (1) year with a five (5) year gear box warranty. Any warranty issue requiring transport to the dealers or manufacturers facility shall be at dealers or factories cost.

12.6. Spare Parts:

12.6.1. Mowing Tractor:

12.8.1.1. Two (2) complete sets of filters

12.6.2. Tow Type Mower:

12.6.2.1. Complete set of cutting blades

12.6.2.2. Twenty (24) shear pins

12.6.2.3. Two (2) complete sets skid shoe

12.6.2.4. Two (2) each, spare tire, wheel, hub, hub bearings, seal assembly. Shipped loose

12.6.2.5. Spare tongue jack, shipped loose

12.7.2.6. Two (2) each axle shafts



## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from vendors for the purchase and delivery of an airfield tractor, mower and airband receiver for the Front Range Airport located at 5200 Front Range Parkway, Watkins, Colorado 80137.
2. **All documents related to this BID will be posted on the Rocky Mountain Bid System at:**  
**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1. Vendors must register with this service to receive these documents.
  - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through Wednesday, May 29, 2014. All questions are to be submitted to the Purchasing Agent by E-mail at [hcasteel@adcogov.org](mailto:hcasteel@adcogov.org).
4. Bids
  - 4.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on **Wednesday, June 25, 2014**.
  - 4.2. The bid opening time shall be according to our clock.
  - 4.3. Bids will be publicly opened and read aloud at this time.
  - 4.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.
  - 4.5. No bids will be accepted after the time and date established above, except by written addenda.
5. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

## 6. BID REQUIREMENTS

- 6.1. **Two (2) copies:** one (1) paper original, and one (1) CD (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that one set be submitted with bid.
- 6.2. All bids must be signed.

- 6.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 6.4. Bids may not be withdrawn after date and hour set for closing.
- 6.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 6.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number and Solicitation Title.
- 6.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders 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 Adams County Board of County Commissioners to close the County offices.
- 6.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 6.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.10. 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.
- 6.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 6.12. 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.

- 6.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.
- 6.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other 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.
7. 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.
8. Adams County is an equal opportunity employer.
9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |                          |             |
|--------------------------|-------------|
| 9.1.1. Each Occurrence   | \$1,000,000 |
| 9.1.2. General Aggregate | \$2,000,000 |
- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |                                      |                             |
|--------------------------------------|-----------------------------|
| 9.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 9.2.2. Personal Injury Protection    | Per Colorado Statutes       |
- 9.3. Workers' Compensation Insurance: Per Colorado Statutes
- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- |                        |             |
|------------------------|-------------|
| 9.4.1. Each Occurrence | \$1,000,000 |
|------------------------|-------------|
- 9.4.2. 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.
- 9.5. The Contractor's commercial general liability, comprehensive automobile liability, and professional 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:
- 9.5.1. 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.

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

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

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. 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.

9.6. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9.7. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

9.8. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.

9.9. Underwriters shall have no right of recovery or subrogation against Adams 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 covered by the described insurance.

9.10. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.

9.11. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, 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 the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

**10. 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 10.1. 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.
- 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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).

**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 an 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 contract 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.

CONTRACTOR:

**POTESTIO BROTHERS EQUIPMENT**

Potestio Brothers Equipment  
Company Name

7-19-14  
Date

David Heizenrader  
Name (Print or Type)

  
Authorized Signature

Sales Manager  
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: [Signature]  
Chairman

7-15-14  
Date:

**CONTRACTOR  
POTESTIO BROTHERS EQUIPMENT**

By: David Heizenrader  
Name (Print or Type)  
[Signature]  
Authorized Signature

7-19-14  
Date:  
Sales Manager  
Title

Attest:  
Karen Long, Clerk and Recorder

[Signature]  
Deputy Clerk

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

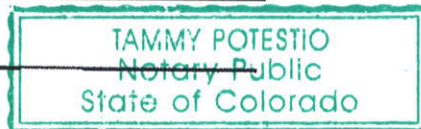
By: [Signature]  
Attorney's Signature

**NOTARIZATION:**  
COUNTY OF EL Paso )  
STATE OF Colorado ) SS.

Signed and sworn to before me this 19<sup>th</sup> day of July, 2014,

by [Signature],

Notary Public



My commission expires on: My Commission Expires July 26, 2014