## BOARD OF COUNTY COMMISSIONERS FOR

 ADAMS COUNTY, STATE OF COLORADO
## RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO GLASER ELECTRIC, LLC FOR EMERGENCY REPAIRS AND FOR PHASE II OF THE OUTDOOR ELECTRICAL IMPROVEMENTS AT THE ADAMS COUNTY REGIONAL PARK

## Resolution 2014-121

WHEREAS, Proposals were submitted on December 5, 2012, for the outdoor electrical improvements at the Adams County Regional Park, and,

WHEREAS, Glaser Electric, LLC submitted a proposal and agreed to perform the work in the amount of \$142,174.97.

WHEREAS, Glaser Electric, LLC submitted a proposal on January 14, 2014, for new electrical emergency services and agrees to perform the work in the amount of $\$ 227,280.83$.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the agreement be awarded to Glaser Electric, LLC in the amount of $\$ 227,280.83$.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the agreement with Glaser Electric, LLC after negotiation and approval as to form is completed by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry $\qquad$ Aye
Tedesco $\qquad$ Aye
Hansen $\qquad$ Aye
Commissioners
STATE OF COLORADO
County of Adams

I, Karen Long , County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this $10^{\text {th }}$ day of March, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners Karen Long:


Deputy

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this $4+$ day of april 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601 , hereinafter referred to as the "County," and Glaser Electric Company, LLC, located at 12525 East Jamison Place, Box 8, Englewood, CO 801124533 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 proposal from the Contractor dated January 14, 2014, attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.
2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

## 3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall commence upon receipt of Notice to Proceed and be completed by July 15, 2014.
3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.
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, the sum of two hundred twenty seven thousand two hundred eighty dollars and eighty three cents $(\$ 227,280.83)$.
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:

6.1.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.
6.1.1. 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.

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\text { 8.1.1. Each Occurrence: } \quad \$ 1,000,000
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\text { 8.1.2. General Aggregate: } \quad \$ 2,000,000
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8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
8.2.1. Bodily Injury/Property Damage: $\quad \$ 1,000,000$ (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 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 Adams County, Colorado.
10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in $\S \S 8-17.5-101$, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Community Resources
Contact: Kurt Carlson, Regional Park Manager
Address: 9755 Henderson Road
City, State, Zip: Brighton, CO 80601
Phone: 303.637.8013
E-mail: kcarlson@adcogov.org
Department: Adams County Purchasing
Contact: Liz Estrada, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: lestrada@adcogov.org
Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116
Contractor: Glaser Electric Company, LLC
Contact: Paul Glaser
Address: 12525 East Jamison Place Box 8
City, State, Zip: Englewood, CO 80112-4533
Phone: 303-790-9565
E-mail: glaserelectric@yahoo.com
10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties
and obligations herein described.

## 11. CHANGE ORDERS OR EXTENSIONS:

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
12. COMPLIANCE WITH C.R.S. \$ 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324 a 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 (3) 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 (3) 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. § 8-17.5102(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.

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

## Board of County Commissioners



## Glaser Electric Company, LLC



Approved as to Form:


NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF $\qquad$ )

STATE OF Colorado $\qquad$ )SS.

Signed and sworn to before me this $\qquad$ day of $\qquad$ 2014,


My commission expires on: $12-2 y-16$

## 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:



Signature

PAUL II GLASER
Name (Print or Type)

## MANAGER

Title

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

# Glaser Electric Company, LLC 

12525 East Jamison Place Box 8
Englewood, CO 80112-4533
Phone 303-790-4555
Fax 303-790-9565
Cell 720-635-1865
Email glaserelectric@yahoo.com
January 14, 2014
Adams County Purchasing
4430 S. Adams County Parkway
Brighton Colorado 80601
Attention: Kurt Carlson (Project Manager)
Subject: Cost Proposal for New Electrical Emergency Service
Dear Mr. Carlson,
This letter will serve to provide your office with a formal and estimate for a new electrical Service at the Adams County Fairgrounds. For the scope we understand the cost is $\$ 223,922.00$. Supporting documents ate attached.

It is now understood that parts, fuses, and factory support are no longer available for the existing switchgear. See attached a formal estimate that was drafted in coordination with (ESC) an electrical engineering firm in Fort Collins. We have designed the new service to complete the loop that the prior phase (just completed) will tie into. This gives the flexibility to feed from either direction which is common in the industry. We have found the new switches and cable in stock in the USA ready to ship.

Some notes that are associated with the new service are:

1. The estimated costs include labor, material, direct job expense and directional boring subcontractor
2. The Bond in not included (add $1.5 \%$ )
3. Engineering support with stamped one line drawings
4. Coordinate only new primary meter equipment required by United Power
5. New single point fused disconnect required by United Power (with lightning arresters)
6. Two new PMH 9 switches to complete the loop and the fused bays to pick up the local dome, exhibit and network transformers, and shop.
7. New Bore Circuit to the Arena area PMH 9 switch
8. New Bore circuit to the recent installed PMH 13 switch
9. Asphalt work at the new service location and the arena tie in
10. Ground grid work at the new service area
11. Two to three day outage for the service work
12. One to two day outage for the local loads
13. One unknown circuit to be identified
14. Leave the existing lineup in place with the fuse bays removed and the network transformers to remain connected in place
15. The new equipment will be installed west of the existing lineup
16. The golf transformer work is not included

If you have any further questions you may reach me at the Denver Construction phone \#720-635-1865.
Sincerely,
Paul Glaser
Glaser Electric Company
General Manager

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