

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 11 day of April 2016, 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 Korby Landscape LLC, located at 2406 E. CR 60, Wellington, CO 80549, 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 RFP 2016.214 and the Contractor's response to the RFP 2016.214 and attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 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.

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: fifty-six thousand dollars (\$56,000.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

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.

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

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

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

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

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

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

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

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

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the

Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. 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.
- 10.2. 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.

11. MUTUAL UNDERSTANDINGS:

- 11.1. 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.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 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).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. 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.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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 Facilities Dept.
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton Colorado
Erik Bryant- 720-523-6001
Matthew Evanoff-303-654-3327
Howard Hampton-303-227-2385

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@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: Korby Landscape LLC
Contact: Steve Korby
Address: 2406 E. CR 60
City, State, Zip: Wellington, CO 80549
Phone: 970-232-1127
E-mail: info@korbysod.com

- 11.9. 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.

- 11.10. 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.
- 11.11. 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.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. 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.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. 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:

- 13.1. 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.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. 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.
- 13.4. 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.

- 13.5. 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.
- 13.6. If the 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.
- 13.7. 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).
- 13.8. 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 is left blank intentionally.

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

Todd Leopold

Todd Leopold _____ Date 4/13/16 _____
County Manager

Korby Landscape LLC

Steve L Korby _____ Date 4/12/16 _____
Signature

STEVE L KORBY _____ Title member _____
Printed Name

Attest:

Stan Martin, Clerk and Recorder Anna _____
Deputy Clerk

Approved as to Form: D. Pelet _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

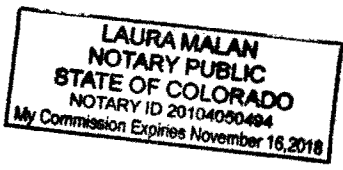
COUNTY OF Larimer)

STATE OF Colorado)SS.

Signed and sworn to before me this 11 day of April, 2016,

by Steve L Korby _____,

Laura Malan _____
Notary Public



My commission expires on: 11-16-18 _____

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:

KORBY LANDSCAPE
Company Name

4/12/16
Date

Steve L Korb
Signature

STEVE L KORB
Name (Print or Type)

MEMBER
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

EXHIBIT A

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Grounds Maintenance Services.
2. **All documents related to this RFP 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 2:00 p.m. February 25, 2016. All questions are to be submitted to Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org
4. An Addendum to answer all questions will be issued no later than March 1, 2016.
5. There will be a **Mandatory Pre-Proposal conference** on February 23, 2016, at 10:00 a.m. at the Adams County Government Center 4430 South Adams County Parkway, Brighton CO, 80602, Conference Center, Brantner Gulch A.
6. Proposals
 - 6.1. Sealed proposals 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 March 8, 2016.
 - 6.2. The proposal opening time shall be according to our clock.
 - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 6.6. The proposal must be submitted on a CD in a single PDF file not to exceed 20 pages. Brochures or other supportive documents may be included with the proposal narrative.

- 6.7. The two proposal signature pages “**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**” pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended 5/13/08 and the “**PROPOSAL FORM**” acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.
- 6.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Grounds Maintenance Services and 2016.214.
- 6.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the proposal.
- 6.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 6.16.1. Any Proposal which does not meet bonding requirements, or,
 - 6.16.2. Proposals which do not furnish the quality, or,

- 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
- 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,
- 6.16.5. Proposals which are not made to form.

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

6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

6.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.

7. Adams County is an equal opportunity employer.

8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

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, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

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.

9.6. 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.

9.7. 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.

9.8. 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.

9.9. 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.

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

9.11. 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 covered by the described insurance.

- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 9.13. 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.
10. 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.
11. 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:
- 11.1. 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.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.

- 11.6. 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.
- 11.7. 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).
- 11.8. 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.

End General Information

SCOPE OF WORK

12. Unless otherwise specified, the successful contractor shall furnish all labor, supervision, materials, tools, equipment, parts and incidentals necessary for the provision of grounds maintenance services at Adams County. Aerial photos of the Justice Center, District Attorney, Western Service Center and Government Center have been provided in attachment "C".

LOCATION	ADDRESS	FOOTPRINT
Adams County Government Center	4430 South Adams County Parkway Brighton CO	92 Acres
Western Service Center	12200 Pecos Street Westminster CO	3.55Acres
Justice Center	1100 Judicial Center Drive Brighton CO	40 Acres
Adams County District Attorney Building		
Strasburg Service Center	2550 Strasburg Mile Road Strasburg CO	19.2 Acres

13. Service Locations

13.1. Responsibilities of Contractor

- 13.1.1. Potential Contractors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and locations of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Adams County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.
- 13.1.2. Contractors submitting proposal must have been in business under the same company name for a minimum of five years upon award of the contract, contractors submitting proposals less than five years will immediately be deemed nonresponsive.

13.2. Service Requirements

- 13.2.1. A schedule of services has been attached as exhibit "B"

13.3. Turf Care-All locations

- 13.3.1. Mowing
- 13.3.2. All turf should be mowed weekly, or as needed during the growing season. Mowing height will be 2½ " - 3". Frequency of mowing will be once per week.

13.3.3. Grass catchers should be used only if there is a specific need and will be used at the discretion of the Owner. Excessive clippings will always be removed from turf areas.

13.3.4. Care will be taken to insure a clean and debris free turf area prior to mowing so as not to damage and/or injure persons or property with debris discharged by mowing device.

13.4. Trimming

13.4.1. All turf areas inaccessible to mowing equipment should be trimmed once per week in order to maintain a neat, well-groomed appearance.

13.4.2. After mowing/trimming operations are completed, all grass clipping to be blown and / or removed from walks, drives, etc.

13.4.3. Care will be taken to insure that debris is not thrown or discharged from the trimming device that could cause injury to persons and/or property damage.

13.5. Edging

13.5.1. Edging of walks, curbs, etc. Should be done on a monthly or as needed basis through the use of a steel blade edger.

13.5.2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.

13.5.3. Excessive debris resulting from edging should be collected and removed.

13.6. Trees, Shrub, and Bed Care

13.6.1. Bed Care-Government Center, Strasburg

13.6.2. All bed areas should be kept substantially free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Non-selective herbicides, such as Round-Up, can be used for chemical control with care as to not damage non target plants.

13.6.3. Shall be done 2x a month for Government Center and 1x a month for Strasburg in all Landscaped Rock/Bark Mulched beds.

13.6.4. Shall be coordinated with the Site Grounds representative.

13.6.5. Mowed at a height of 6" inches 4x a season unless otherwise approved by the Facility Operations Department Representative.

13.6.6. All curbs, barriers, sidewalks, landscaped beds, that are inaccessible with a mower, shall be string trimmed 1x a month at the time of mowing.

13.6.7. All curbs, sidewalks, or landscaped beds that reside near or in the native areas shall be raked or blown so as to be free of debris caused by mowing/string trimming.

13.6.8. Weed control to be done (after mowing) by hand, mechanical, or a Facility Operations Representative approved chemical.

13.7. Personal Protective Equipment

13.7.1. All employees of contractor while on site will wear attire that makes them highly visible and identifiable to Adams County Employees and customers and are reflective in nature. (Bright colored vests, Shirts with Company identifiers)

- 13.7.2. All employees of contractor shall wear appropriate attire that fulfills all safety requirements of tasks being performed (Eye Protection, gloves, work boots, and Minimum PPE for spraying).

14. PROPOSAL SUBMITTALS

14.1. Contractor's experience in the industry, including how long the company has been established, number of employees, number of current contract similar in size.

14.2. A minimum of three current references with similar scopes of work include a point of contact and phone number.

14.3. Provide a telephone number, a fax number, or an e-mail address and a primary and secondary contact person name to enable Adams County to contact you.

14.4. Completed proposal form

14.5. A copy or description of your safety program

15. Award Criteria- Proposals will be Scored on the Following Criteria:

15.1. Price

15.2. References

15.3. Overall Proposal-number of years in business, safety program, etc.

15.4. Ability to perform the services.

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ___ day of _____ 2016, 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 WINNER123, located at ADDRESS123, 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 RFP xxx and the Contractor's response to the RFP xxx 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 be for one-year from the date of this Agreement.
- 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:
- 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. The 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.
- 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. The 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 The 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 coverages 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 §§ 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 (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

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. § 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 the 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.

SAMPLE

Submittal Checklist

- Response to RFP
- W-9
- Contractor's Certification of Compliance
- Proposal Form
- References
- One original and 4 Copies of your proposal and one CD or Thumb drive

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

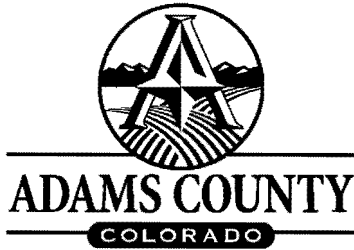
Date

Name (Print or Type)

Signature

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



PROPOSAL FORM
2014.037 Landscape Maintenance

VENDOR'S STATEMENT

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 proposal is hereby submitted.

Fifty six thousand dollars 0 cents
Written Amount

\$ 56,000.00
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE.

<u>KORBY LANDSCAPE LLC</u>	<u>4/12/16</u>
Company Name	Date
<u>2406 E County Rd. #60</u>	<u>Steve L. Kobay</u>
Address	Signature
<u>WELINGTON CO. 80599</u>	<u>STEVE L KORBY</u>
City, State, Zip Code	Printed Name
<u>LARIMER</u>	<u>member</u>
County	Title
<u>970-232-1127</u>	<u>970-568-7635</u>
Telephone	Fax
<u>Info @ Korby500.com</u>	
E-mail Address	

The intent of this addendum is to answer questions posed during the question and answer period. The county is also adding to the scope of work to this project as well as extending the due date.

Please note the following:

The due date has been extended to **March 22, 2016** at 2:00p.m.

The county is adding the following locations to the RFP-

Children and Family Center- 7401 North Broadway Denver, CO 80221

The Honnen Building- 7111 East 56th Avenue Commerce City 80022

Fleet/Probation- 4955 East 74th Avenue Commerce City CO 80022

Service Center- 4201 East 72nd Avenue Commerce City, Colorado 80022

Human Services Building- 7190 Colorado Boulevard Commerce City, CO 80022

We do not have the mowable square footage, but have provided maps and invite proposers to inspect the properties, in order to allow time for you to do this we have added two weeks to the due date of the RFP.

Questions

Q1) Can you please provide a list of approved and not approved chemicals?

A1) Any non restricted use is OK. Any restricted is not OK.

Q2) Can you provide us with the latest past bid for the project?

A2) Attached is the last renewal and the original agreement for landscaping services which should provide all the needed information.

Q3) Can you please be more specific for 13.6.5?

A2) Native areas need to be mowed 3 times a year at a height of 6"

END OF ADDENDUM #1

ADAMS COUNTY

GROUNDS MAINTENANCE ADAMS COUNTY BUILDINGS 2016.214

Good afternoon, allow us to introduce ourselves, we are Korby Landscape LLC. We are located, and conduct business from Wellington, Colorado. Korby Landscape LLC has been owned and operated by the Korby family since January 1980. The Korby family believes in a strict etiquette made up of hard work, dedicated service, quality work, as well as taking pride in every task we obtain. Korby Landscape has a long standing work relationship with Larimer County, as well as the City of Ft. Collins (20 years), City of Loveland (10 years), Town of Timnath (2 year), Town of Windsor (5 years) and the City of Lakewood (15 years). Korby Landscape LLC is proud of our outstanding work relationships with the Cities and Towns mentioned. Please allow me to introduce the Korby Family;

Steve Korby: Member (contact)

April Korby: Member

Kyle Korby: Member

Megan Pesina: Office Manager (contact)

Paul Anderson: Sales (contact)

Alfredo De La Riva: Forman/Supervisor

Max Rodríguez: Maintenance Supervisor (contact)

Edgar Omar Sepulveda Vargas: Lead Maintenance/Mow Tech

Juan Manuel Lopez Reyes: Lead String Trim Tech

Korby Landscape LLC

2406 E. CR 60

Wellington, CO 80549

970-232-1127 office

970-568-7635 fax

TABLE OF CONTENT

- 1) Objective
- 2) Dates and schedule
- 3) Expectations
- 4) Requirements
- 5) Bid Items (Individual)
- 6) Conclusion

OBJECTIVE

Korby Landscape LLC will join with the Adams County Government, to create a set schedule for the mowing and trimming maintenance, as described for the Grounds Maintenance Adams County Buildings.

Bid to be submitted as follows:

Ms. Jennifer Tierney

Contract Administrator

jtierney@adcogov.org

4430 South Adams County Pkwy

Brighton, CO 80602

Conference Center Brantner Gultch A

RFP-JT-2016-214

DATES AND SCHEDULES

Maintenance shall begin April 1, 2016 continuing through the end of November 30, 2016. Weather permitting.

Each area shall be observed prior to Maintenance starting date, and put in a priority category. The areas needing immediate attention, will be addressed first, with each section to follow. A day to day routine will be determined, and will commence into a weekly maintenance schedule.

EXPECTATIONS

A priority for maintenance shall be put into place, with higher viewed areas being services first. Each area will be given a priority number, and place on the schedule. Priority based needs shall be determined with both Korby Landscape and Adams County staff.

A schedule will be delivered to Adams County prior to the start date. Each area will be serviced on the same day of each week, and in a timely manner. Each area will have a start time, lunch break and end time.

Korby crew members will walk area, clear of trash, limbs, rocks and debris, prior to the string trimming and mowing of each area.

Korby's string trimming crew will start before the mowing crew and trim along all fence lines and borders. String trimmer techs will be responsible for proper technique so no damage comes to trees, flowers, shrubs and fence posts. In case of damage, Korby Landscape will be responsible for any damages done.

Korby's mowing crew will follow the string trimmer, and mow all areas. All areas that are mowed will follow a strict cut height of 4 inches, not allowing areas to grow beyond 6 inches in height, between mowing.

Weather. With rain, more growth will occur. In case of a rainy season, each section will be assessed for over growth, and if extra care is warranted. In case of over growth, each section might need an additional mowing, and trimming.

Korby Landscape will remove any/all debris from sidewalks, curbs and gutters. This will include; grass clippings, rocks, limbs, rocks and trash. Korby will ensure that all curb/gutter pathways will be clear for flow patterns.

Korby Landscape LLC will contact personal from Adams County in case of damage, as soon as possible after occurrence. Korby personal will take pictures of damage, document time and date of damage, as well as location.

All work will be conducted in a timely and professional manner. Call backs will be handled in a timely manner, not to exceed 48 hours.

Korby Landscape LLC will have a dedicated crew of no less than three (3) crew members.

REQUIRMENTS

We believe we possess the requirements expected to complete the job on a daily, weekly and monthly basis. Korby Landscape has skilled workers that are trained on equipment prior to use. Each team member is equipped with safety vest, safety eye protection and proper footwear.

Korby Landscape LLC will supply all equipment used for daily tasks. Korby Landscape will use company truck, trailer, Tractor (John Deere with Mower attachment), two (2) walker mower(s), two (2) string trimmer(s), two (2) blowers, and trash collection bags.

Korby Landscape LLC will not hold Adams County responsible for injury, loss or damage.

Korby Landscape LLC will obtain a license with Adams County, if awarded the contract. Korby Landscape LLC works with Nationwide Insurance, and will obtain proof of insurance at the start of the work schedule.

Korby Landscape LLC will sign the Professional Service Agreement.

BID AND ITEMIZED STATEMENT PER AREA

Adams County Government Center	4430 S. Adams County Pkwy, Brighton, CO	92 acres
Western Service Center	12200 Pecos St. Westminster, CO	3.55 acres
Justice Center	1100 Judicial Center Dr. Brighton, CO	40 acres
Adams County District Attorney Bldg.	1100 Judicial Center Dr. Brighton, CO	40 acres
Strasburg Service Center	2550 Strasburg Mile Rd. Strasburg, CO	19.2 acres
Children & Family Center	7401 N. Broadway Denver, CO	12,000 SQFT
Honnen Building	7111 E. 56 th Ave Commerce City, CO	16,900 SQFT
Fleet/Probation	4955 E. 74 th Ave Commerce City, CO	18,200 SQFT
Service Center	4201 E. 72 nd Ave Commerce City, CO	73,100 SQFT
Human Services Building	7190 Colorado Blvd. Commerce City, CO	14,000 SQFT

Location	weekly mowing		native	price
	sqft	price		
Adams County Govt. Center	76,000	\$4,371.00	125,600 SQFT	\$3,000.00
Western Service Center	40,000	\$7,072.00		
Justice Center	280,000	\$14,365.00		
Strasburg Service Center	72,500	\$4,000.00	95,000 SQFT	\$6,000.00
Children & Family Center	12,000	\$2,275.00		
Honnen Building	16,900	\$3,254.00		
Fleet/ Probation	18,200	\$3,205.00		
Service Center	73,100	\$5,260.00		
Human Services	14,000	\$3,198.00		
		\$47,000.00		\$9,000.00
			\$56,000.00	

LANDSCAPE
KORBY VEHICLE AND EQUIPMENT LIST
2016

VEHICLES/Machinery

TRAILERS

#4 2005 GMC 4500
#5 2005 GMC
#6 2005 GMC 3500
#7 Spyker Fertilizer Spreader #2
#9 Walker 56" Mulch Deck
#12 4720 John Deere Tractor
#21 Honda ARC 216 Mower
#23 Orange Concrete Mixer
#29 Polaris 500
#30 1996 GMC Utility Truck
#31 2004 Walker Mower
#32 2005 Walker Mower
#33 2007 Walker Mower
#44 Honda Hand Tiller
#45 Scotts Drop Spreader
#47 1984 GMC Pickup
#48 Tiller
#51 Green Water Tank
#52 White Water Tank
#55 Landpride #25-84 Box Scraper
#62 5520 JD Auger Bucket
#66 Ford 200 Econoline Van
#68 North Man 8' Snow Plow
#71 Trac/VAc Blower
#74 Boss Snow Plow
#80 Small 4' Sod Roller
#81 2004 Case Mini Sneaker Pipe Puller
#82 Roger Sprayer
#83 Honda Turfco Hand Sod Cutter
#85 Lesco Push Spreader #2 Trail Boss
#87 Lesco Push Spreader #3
#88 Spyker Fert. Spreader

#91 Grey Wheelbarrow
#95 Turfco Aerator

#7A 2002 Superior Trailer
#8A 1985 Maxey Trailer
#11A Goldco
12A Haulmark Trailer
#14A 2003 Carson Utility Trailer
#15A PJ 2014 16' Dump Trailer
#17A 1990 Great Dane Trailer
#18A 2015 Dump Trailer

- #96 Honda HRX 217
- #97 Red Max #1 Trimmer
- #98 Red Max #2 Trimmer
- #99 Red Max #3 Trimmer
- #100 Poulan Chain Saw
- #101 Yard Machine Tree Shredder

- #103 Walker Spray Tank #1
- #104 Feldman Pull-behind Aerator #1
- #105 Feldman Pull-behind Aerator #2
- #106 Walker 72" Mow Deck
- #107 Walker 60" Mow Deck
- #110 Rotary Brush for Walker
- #111 Stihl Hedge Trimmer
- #112 Echo Hedge Trimmer
- #113 Walker 48" Mow Deck
- #114 Walker 60" Mow Deck
- #115 36" Walk Behind Toro Mower
- #116 Power Washer
- #117 Walker Snow Blower
- #118 Walker Spray Tank #2
- #119 Sweepster 60" Broom
- #120 Toro 21" Walk Behind Mower
- #121 Toro 21" Walk Behind HC Mower
- #123 Walker Snow Blade #1
- #124 Walker Snow Blade #2
- #125 JD Edger E 35
- #126 Red Max HB 2260 Blower
- #127 SW Red Max Trimmer #1
- #128 Red Max Trimmer #2
- #129 Red Max Trimmer #3
- #130 Red Max Trimmer #4
- #131 Echo PB-60 HT Blower #1
- #132 Echo PB-60 HT Blower #2
- #133 Echo PT-60 HT Blower #3
- #134 JD Blower
- #135 Red Max EB 7000 Blower #1
- #136 Red Max EB 7000 Blower #2
- #137 Red Max EB 7000 Blower #3
- #138 Tree Cart
- #140 2000 Gallon Bulk Fuel Tank
- #141 500 NO Lead Tank
- #148 Storage Shed 16'X8'
- #150 60" Walker Mow Deck

- #151 2005 Everide Warrior Mower
- #152 2004 Walker Mower
- #153 48" Walker Mow Deck
- #154 Red Max HBZ2601 Blower
- #155 Red Max BZ23N – Trimmer
- #158 Red Max TR 2300S #2 Trimmer
- #159 Red Max TR 2300S #3 Trimmer
- #161 Lesco Drop Spreader
- #180 JD Flail mower
- #181 JD Bucket
- #182 JD Bucket
- #183 Frontier 2272 Frontier Overseeder
- #201 10' Quick Plow
- #202 15' Quick Plow
- #211 Grasshopper Mower
- #212 Windfall Sprayer
- #213 Meyers ice melt spreader
- #214 8' Tractor Snow Plow Black
- #215 10' Tractor Snow Plow
- #216 Honda Snow Blower
- #217 Honda Snow Blower
- #218 Honda Snow Blower
- #219 Ditchwitch 4500
- #220 2002 Cushman
- #221 2008 John Deere Tractor
- #222 ESAB Plasma Cutter
- #223 54" PTO Deck Mower Attch
- #224 Barreto 1620 Tiller
- #225 Toro TRX-19 48" walk behind
- #226 2006 Ingersoll Towable air comp
- #228 Pulser Ground Fault Locat/Trans
- #219 DitchWitch 4500
- #220 2002 Cushman
- #221 2008 JD
- #222 ESAB Plasma Cutter
- #223 54" PTO Mower Deck Attachment
- #224 Barreto 1620 Tiller w/Honda eng.
Rear tine Gas
- #225 Toro TRX-19 48" walk behind
trencher
- #226 Ingersoll Rand Tow able Air
- #227 Lincoln Ranger Gas Welder/Gen
- #228 Pulser Ground Fault Locat/Trans
- #229 Chainsaw #CS-370

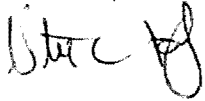
#230 78" Tomahawk snow mulch bucket
#231 200 John Deere 1565 Enclosed lawn tractor
#232 200 John Deere 1565 enclosed lawn tractor
#233 1993 Oshkosh Step Van
#234 1993 Mil Office trailer
#235 2016 Toyota Tundra
#236 20' metal container
#237 40' metal container
#238 Mustang LF 38 Gas Compactor
#239 Gorman Rupp 13D-19 10 series pump
#240 Teel Gas self-priming centrifugal pump
#241 Bucket for John Deere 1565
#242 John Deere 60 H.D. Rotary Broom
#243 Stihl TS760 Gas demo saw
#244 Wagner airless paint sprayer
#245 Wagner airless paint sprayer
#246 John Deere Skid steer/loader
#247 1996 Finn T60 Hydro Seeder
#248 High Cube Container

CONCLUSION

The statements made in this proposal are correct and truthful representations. If selected, we shall negotiate on good faith with the owner. We at Korby Landscape LLC look forward to working with the Adams County.

Thank You for your time.

Best Wishes,

A handwritten signature in black ink, appearing to read "Steve L. Korby". The signature is written in a cursive, somewhat stylized font.

Steve L Korby



970-232-1127
2406 E CR 60
Wellington, CO 80549

March 21, 2016

Korby Landscape LLC
Adams County Grounds Maintenance
RFP-JT-2016-214

Korby Landscape LLC acknowledges the following addendums 1-~~2~~. We respectfully submit acknowledgement with our proposal.

Best wishes,

A handwritten signature in black ink, appearing to read "Steve L. Korby", is written over the typed name.

Steve L Korby

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.214**

**ADDENDUM #1 Grounds Maintenance
Adams County Buildings**

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

**Proposal Opening Date: March 22, 2016
Time: 2:00 pm**

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Korby Landscape LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2406 E CR 60	Requester's name and address (optional) Adams County 4430 S. Adams County Pkwy Brighton, CO 80602
	6 City, state, and ZIP code Wellington, CO 80549	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	6		0	0	2	8	6	8	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/21/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



970-232-1127

2406 E CR 60

Wellington, CO 80549

City of Ft Collins Roadside Maintenance	Mike Brunkhart	970- 416-2349
City of Ft Collins Parks Maintenance	Steve Lukowski	970-221-2063
City of Ft Collins Medians	Jill Wuertz	970-416-2062
Town of Timnath	Paul Bass	970-488-2178

LANDSCAPE CERTIFICATE OF COMPLIANCE
(For use by the contractor or installer *and* the owner)

Name of Project (name submitted on approved site plan): Adams County Ground Maint.
Project Address: 4430 S. Adams County Pkwy, Brighton, Co 80601
Owner's name: Korby Landscape LLC
Owner's address: 2406 E CR 60 Wellington state Co zip 80549
Owner's phone number: 970 232-1127 fax number: 970-568-7635

(Check whichever box is applicable)

- The site is complete and ready for final landscape inspection, approval, and issuance of a Certificate of Occupancy. (Verification of the final cost of landscaping must be submitted with this certificate e.g. invoice from landscaping firm, copy of contract, bill of sale from where plant materials were purchased). See bottom of page if landscaping is incomplete.**

*** NOTE – All landscape site plans approved by the City of Murfreesboro Planning Commission or administratively approved after September 8, 2000 require a 3-year landscape maintenance bond to be submitted prior to issuance of the final Certificate of Occupancy. Your site must be inspected and approved by the City of Murfreesboro Urban Environmental Department before you submit the 3-year bond. The Urban Environmental Department will set the bond amount for each project. No Certificate of Compliance will be issued until such bond has been received by the City. You may submit a cashier's check, letter of credit from a local bank or performance bond.

GENERAL CONTRACTOR OR INSTALLER

As the contractor for said development, or as the installer of the landscaping for said development, I represent that the landscaping has been installed in substantial compliance with the approved Landscape Plan and with the landscaping requirements of the Zoning Ordinance. I personally inspected this location and I have verified that the plantings are correct as to their location, size, number, and species. All required planting yards, parking lot plantings, and buffer zones have been installed. The installation system meets the irrigation requirements and the site does not violate the sight triangle prohibitions.

Signature of General Contractor or Installer

Project Name

Print name

Relationship to Development

OWNER

As the owner of said development, I represent that I have personally inspected the property as of and have reviewed this Certificate after completion by my contractor or landscape installer and I join in all its representations.

[Signature]
Signature of Owner

Steve L Korby March 22, 2011
Print Name and Date

- The site is not complete. The approved landscaping has not been installed or has been partially installed. I am requesting the issuance of a Temporary Certificate of Occupancy. The approved landscape plan is incomplete as follows:**

I estimate the cost of the landscaping still to be completed, including labor costs, to be \$ 56,000⁰⁰

***NOTE – A landscape installation bond must be submitted prior to issuance of a Temporary Certificate of Occupancy. The Urban Environmental Department will set the bond amount. No Temporary Certificate of Compliance will be issued until such bond has been received by the City. You may submit a cashier's check, letter of credit from a local bank or performance bond.

Signature of Owner

Print Name and Date