

## PURCHASE OF PRODUCT AND SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 26 day of January 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 Ideal Fencing Corporation, located at 5795 Ideal Drive, Erie, Colorado 80516-9477, 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 and products shall be in accordance with the attached RFP 2015.346 and the Contractor's response to the RFP 2015.46 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 through April 1, 2016.

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: One hundred forty-two thousand nine hundred seventy-five dollars (\$142,975.00).

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 Parks and Open Space  
Contact: Marc Pedrucci/Aaron Clark  
Address: 9755 Henderson Road  
City, State, Zip: Brighton, Colorado 80601  
Phone: 303-637-8014/303-637-8005  
E-mail: mpedrucci@adcogov.org/aclark@adcogov.org

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: Ideal Fencing  
Contact: David Elger  
Address: 5795 Ideal Drive  
City, State, Zip: Erie, Colorado  
Phone: 303-962-8100  
E-mail: dave@idealfencingcorp.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:

**Board of County Commissioners**

Steven J. Norris  
Chairperson

1/26/16  
Date

**Ideal Fencing Corporation**

James W. Bockelmann  
Signature

1/11/16  
Date

James W. Bockelmann  
Printed Name

President  
Title

**Attest:**

Stan Martin, Clerk and Recorder

Channa  
Deputy Clerk

Approved as to Form:

D. West  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

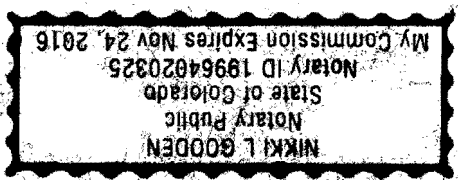
COUNTY OF WELD

STATE OF COLORADO )SS.

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

by JAMES W. BOCKELMANN,

Nikki L. Gooden  
Notary Public



My commission expires on: 11-24-2016



## 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:

Ideal Fencing Corp.  
Company Name

7/11/16  
Date

James W. Bockelmann  
Signature

James W. Bockelmann  
Name (Print or Type)

President  
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 bids for **Fencing along the Platte River Trail**.
2. **All documents related to this BID will be posted on the Rocky Mountain Bid System at:**  
**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1. Contractors 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 3:00 p.m. November 5, 2015. All questions are to be submitted to Jennifer Tierney, Contract Administrator by email at [jtierney@adcogov.org](mailto:jtierney@adcogov.org)
4. An Addendum to answer submitted questions will be issued no later than November 10, 2015.
5. There will be a **Pre-Bid conference** on Tuesday November 3, 2015 at 3:00 at 9755 Henderson Road, Brighton, Colorado 80601. First Floor conference room..
6. Bids
  - 6.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A, Brighton Colorado 80601, up to 2:00 p.m. on November 17, 2015.
  - 6.2. The bid opening time shall be according to our clock.
  - 6.3. Bids will be publicly opened and read aloud at this time.
  - 6.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.
  - 6.5. No bids will be accepted after the time and date established above, except by written addenda.
7. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

8. Payment terms: Materials can be billed separately upon receipt by the vendor. Full payment shall be made upon full acceptance of completed work by the county representative to purchasing. The county's payment terms are net 30 upon receipt of the invoice.

**9. BID REQUIREMENTS**

- 9.1. 1 paper original, 2 paper copies and 1 CD (PDF) of the bid are required. If brochures or other supportive documents are provided, then it is required that 3 sets be submitted with bid.
- 9.2. All bids must be signed.
- 9.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 9.4. Bids may not be withdrawn after date and hour set for closing.
- 9.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 9.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number and Fencing South Platte River Trail.
- 9.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 9.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 9.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 9.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.

- 9.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 9.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 9.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.
- 9.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 9.15. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
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. Adams County is an equal opportunity employer.
12. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

**13. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

13.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

13.1.1. Each Occurrence \$1,000,000

13.1.2. General Aggregate \$2,000,000

13.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

13.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

13.2.2. Personal Injury Protection Per Colorado Statutes

13.3. Workers' Compensation Insurance: Per Colorado Statutes

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

13.4.1. Each Occurrence \$1,000,000

13.4.2. 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.

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

13.5.1. 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.

13.5.2. 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.

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

13.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to

state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

- 13.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
  - 13.8. 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.
  - 13.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
  - 13.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
  - 13.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
  - 13.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
14. 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:
- 14.1. 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.

- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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).
- 14.8. 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 OF GENERAL INSTRUCTIONS**

The remainder of this page left blank intentionally.

## **SPECIFICATIONS**

### **15. GENERAL**

Adams County is soliciting proposals from fence contractors to furnish all labor, materials, and equipment and incidentals necessary to install approximately 2,650 linear feet of five foot high wire mesh fencing and approximately 9,000 linear feet of eight foot high deer fencing. Project will include six (6) stock gate installations and three (3) 4' walk-through gate installations. The project location is partly on Denver Water property and partly on property owned by Aggregate Industries, along the South Platte River Trail (SPRT) between 104<sup>th</sup> Avenue and 120<sup>th</sup> Avenue. Location and distance of fencing, walk-through gates, and stock gates are shown on attached maps. The Contractor will need to coordinate with both landowners regarding access and other logistics. The project will need to be completed by March 31, 2016.

Project location is partly within the city limits of Commerce City and partly in unincorporated Adams County. All necessary permits from City of Commerce City and Adams County will be secured by Adams County.

Based on bid pricing, the county may opt to make small changes (either add or delete linear feet) to the quantities listed in the bids.

#### **14.1 Submittals**

##### **14.1.1 Product Data:**

- Certification of pressure treatment of wood products.
- Fence Fabric manufacturer's cut sheets.
- Warranty/guaranty - Manufacturer shall warrant materials against defects for a minimum period of one year from the date of completion. CONTRACTOR shall guarantee workmanship for a similar period (one year).

##### **14.1.2 Quality Assurance:**

- List of four (4) projects completed in the last 2 years of similar complexity to this project.
- Provide the names of each project along with a brief description.
- Provide the owner information of similar projects including: contact(s) name(s), agency represented and applicable phone number(s).

##### **14.1.3 Bonding**

- Proposal must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid.



- A Performance Bond and Surety Bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract.
- The Agreement shall be signed by the successful bidder and returned together with the Performance Bond and Surety Bond within ten (10) days after the date of the award.

### **14.3 PART 2 – PRODUCTS**

#### **14.3.1 5' Wire Mesh Fence:**

- Please see attached CDOT specifications for 5' wire mesh fencing.
- All wooden posts, no metal posts shall be used.

#### **14.3.2 8' Deer Fence (CDOT spec):**

- Please see attached CDOT specifications for 8' deer fencing.

#### **14.3.3 STOCK GATES**

- Six (6) double stock gates are to be installed as part of this fencing project. Locations of the stock gates shown on attached map. The stock gates will be comprised of two (2) 8' long stock gates to provide a 16' opening in the fence.
- Stock gates shall be constructed of 2", 16 gauge pipe and shall be powder coated green. Gates shall have a minimum height of 48".

#### **14.3.4 WALK THROUGH GATES**

- Three (3) walk-through gates are to be installed as part of this fencing project. Locations of the walk-through gates are shown on attached map. The walk-through gates will provide a 4' opening in the fence.
- Walk-through gates shall be constructed of 2", 16-gauge pipe and shall be powder-coated green. Gates shall have a minimum height of 48".

### **14.4 PART 3- EXECUTION**

#### 14.4.1 INSTALLATION

- All grade work will be done by CONTRACTOR. COUNTY will stake the location of the fence location one time. Subsequent staking will be the responsibility of the CONTRACTOR, and must be approved by COUNTY.

#### 14.4.2 CLEANUP AND SITE PROTECTION

- CONTRACTOR shall contact utility locator service for area where Project is located before excavating.
- CONTRACTOR shall spread out surplus soil on site as directed by COUNTY.
- CONTRACTOR shall remove all debris associated with installation of new fence, including concrete waste, and fencing material waste.

## **Submittal Checklist Submittal Checklist**

- Bid Response
- Vendor Information Form
- W-9
- Contractor's Certification of Compliance
- Contractor's Statement
- References (Minimum of 3)
- 2 paper copy(ies) One Original
- One CD of submitted proposal in a single PDF document

**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

EXHIBIT A



**Platte River Trail Fencing**

**CONTRACTOR'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 bid is hereby submitted.

Total Bid Amount

-

\_\_\_\_\_ \$ \_\_\_\_\_  
 Written Amount Dollars

Break Outs

5' Wire Mesh Fence	\$	Per Linear Foot
8' Deer Fence	\$	Per Linear Foot
Stock Gates	\$	Each
Walk Through	\$	Each

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

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

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
Email Address	_____

## EXHIBIT A

### SAMPLE OF ADAMS COUNTY CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Board of County Commissioners of Adams County, Colorado, 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, for the consideration herein set forth, agree as follows:

#### **1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR**

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

##### **Invitation for Bid:**

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

- 1.2.1. All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the

## EXHIBIT A

material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. 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. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

- 2.1. 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:
- 2.2. 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.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.

## EXHIBIT A

- 2.7. 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.
- 2.8. 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).
- 2.9. If Contractor violates this Section II 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.

### **3. RESPONSIBILITIES OF THE COUNTY**

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

### **4. TERM**

- 4.1. The work to be performed under this Agreement shall be for XXX

### **5. PAYMENT AND FEE SCHEDULE**

- 5.1. 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 (\$).
- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and



## EXHIBIT A

materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
  - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
  - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. 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 funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

## 6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.
- 6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Amount		Daily Charge Amount
From More Than	Up To and Including	
0	150,000	500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900
10,000,000	and up	3,900*
* plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000		

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

## 7. WARRANTY

- 7.1. 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.

## 8. SUBCONTRACTING

- 8.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

## 9. CHANGE ORDERS OR EXTENSIONS

## EXHIBIT A

- 9.1. 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 a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.
- 9.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

### 10. INSPECTIONS, REVIEWS AND AUDITS

- 10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
  - 10.1.1. Work to be completed, if any; and,
  - 10.1.2. Work not in compliance with the Agreement, if any; and,
  - 10.1.3. Unsatisfactory work for any reason, if any.
- 10.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

### 11. CLEAN-UP

- 11.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

### 12. PROJECT ADMINISTRATION

- 12.1. The Project Manager for this Agreement shall be PROJECT MANAGER, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for

## EXHIBIT A

under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

- 12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

### 13. NONDISCRIMINATION

- 13.1. 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.
- 13.1.1. 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.

### 14. INDEPENDENT CONTRACTOR

- 14.1. 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 State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. **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.**

EXHIBIT A

15. INDEMNIFICATION

15.1. The Contractor agrees to indemnify and to hold the County and its agents harmless 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 or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

16. INSURANCE

16.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

16.1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

16.1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

16.1.4. Professional Liability Insurance\*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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\*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.

16.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

16.2.1. 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.

## EXHIBIT A

- 16.2.2. 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.
- 16.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 16.3. 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 becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and 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 to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 16.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

## 17. TERMINATION

- 17.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 17.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, 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.
- 17.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

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17.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

### 18. **BONDING:**

18.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

### 19. **MUTUAL UNDERSTANDINGS**

19.1. 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 venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

19.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

19.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

19.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

19.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

## EXHIBIT A

- 19.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 19.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
  - 19.7.2. Immediately upon hand delivery; or,
  - 19.7.3. Immediately upon receipt of confirmation that an E-mail was received.
  - 19.7.4. For the purposes of this Agreement, any and all notices should 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:

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

19.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

19.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.



## EXHIBIT A

19.11. 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.

The remainder of this page is left blank intentionally.

EXHIBIT A

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

**Board of County Commissioners**

\_\_\_\_\_  
Chairman Date

**Winner123**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**Attest:**

Stan Martin, Clerk and Recorder  
\_\_\_\_\_  
Deputy Clerk

Approved as to Form: \_\_\_\_\_  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )SS.

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2015,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

## EXHIBIT A

### 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

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ideal Fencing Corporation

5795 Ideal Drive, Erie, CO 80516

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Adams County Purchasing

4430 South Adams County Parkway, Brighton, CO 80601

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Fencing - South Platte River Trail

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of November, 2015

  
(Witness)

Ideal Fencing Corporation

(Principal)

(Seal)

By:

  
DAVID J. ELSEY

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

  
Attorney-in-Fact Kaylee Dawson

(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

MEMBER

NASBP

NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS

MOODY INSURANCE AGENCY, INC.

8055 East Tufts Avenue, Suite 1000

DENVER, COLORADO 80237

PHONE: (303) 824-6600



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229511

Certificate No. 006480128

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Evan E. Moody, Brad Moody, Karen A. Feggestad, Leon B. Dartois, Justin Tomlin, and Kaylee Dawson

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**Submittal Checklist Submittal Checklist**

- Bid Response
- Vendor Information Form - NOT IN BID PACKAGE
- W-9 - NOT IN BID PACKAGE
- Contractor's Certification of Compliance
- Contractor's Statement
- References (Minimum of 3)
- 2 paper copy(ies) One Original
- One CD of submitted proposal in a single PDF document

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

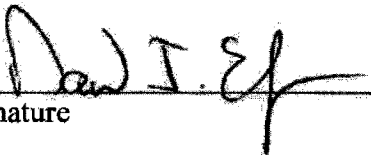
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

IDEAL FENCING CORP.  
Company Name

11/24/15  
Date

DAVID J. ELGER  
Name (Print or Type)

  
Signature

VP  
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



Platte River Trail Fencing

**CONTRACTOR'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 bid is hereby submitted.

Total Bid Amount

ONE HUNDRED FORTY-TWO THOUSAND NINE HUNDRED  
Written Amount      SEVENTY-FIVE DOLLARS

\$ 142,975.00  
Dollars

Break Outs

5' Wire Mesh Fence 2650 LF	\$ 9.10	Per Linear Foot
8' Deer Fence 9000 LF	\$ 12.30	Per Linear Foot
Stock Gates	\$ 1125.00	Each
Walk Through	\$ 470.00	Each

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # 2  
If None, Please write NONE.

<u>IDEAL FENCING CORP.</u>	<u>11/24/15</u>
Company Name	Date
<u>5795 IDEAL DRIVE</u>	<u>[Signature]</u>
Address	Signature
<u>ERIE, CO 80516</u>	<u>DAVID J. EGER</u>
City, State, Zip Code	Printed Name
<u>WELD</u>	<u>VP</u>
County	Title
<u>303-962-8100</u>	<u>303-962-8199</u>
Telephone	Fax
<u>DAVE@IDEALFENCINGCORP.COM</u>	
Email Address	



IDEAL FENCING CORPORATION  
5795 IDEAL DRIVE

ERIE  
(303)962-8100

CO 80516

ESTIMATE: 997112 TITLE: S. PLATTE TRAIL FENCING

PAY ITEM	PAY ITEM DESCRIPTION	QUANTITY	U.M.	UNIT COST	AMOUNT
01	5' WIRE MESH	2,650.000	LF	8.650	22,922.50
01A	END BRACE (60")	2.000	EA	179.500	359.00
01B	CORNER/LINE BRACE (60")	3.000	EA	261.900	785.70
02	DEER FENCE	9,000.000	LF	9.550	85,950.00
02A	END POST (DEER)	20.000	EA	289.250	5,785.00
02B	CORNER/LINE BRACE (DEER)	40.000	EA	474.850	18,994.00
03	STOCK GATES	6.000	EA	1,125.000	6,750.00
04	WALK THROUGH GATE	3.000	EA	470.000	1,410.00



5795 Ideal Drive  
ERIE, CO 80516-9477  
Phone: (303) 962-8100  
Fax: (303) 962-8199

## QUALITY ASSURANCE / PREVIOUS WORK EXPERIENCE

### Project #1) CDOT Project SHE 025A-013: I-25 Exit 122-128

Scope: Project consisted of installation of 55,319 lf of 8' Deer Fence which included 21 ea End Braces and 173 ea Corner/Line Braces among other contract items.

Owner: CDOT, Jody Pieper, 719-248-2323

Value: \$966,686

### Project #2) E-470 Deer Fence

Scope: Project consisted of installation of 51,050 lf of 8' Deer Fence which included 31 ea End Braces and 140 ea Corner/Line Braces among other contract items.

Owner: E-470 Highway Authority, Neil Thomsen, 303-537-3700

Value: \$737,892

### Project #3) CDOT Project IM 0701-215: I-70 Wildlife Fence MP 87-110

Scope: Project consisted of installation of 160,000 lf of 8' Deer Fence which included 291 ea End Braces and 599 ea Corner/Line Braces among other contract items.

Owner: CDOT, Graham Riddile, 970-383-3340

Value: \$3,100,000

### Project #4) Weld County Parkway

Scope: Project consisted of installation of 21,000 lf of wire fence which included 35 ea End Braces and 47 ea Corner/Line Braces among other contract items.

Owner: Weld County Public Works Department

Performed Work For: Flatiron Constructors, Courtney Drummond, 303-263-8162

Value: \$125,146

Bekaert Corporation  
 1881 Bekaert Drive  
 Van Buren, AR 72956  
 T: (479) 474-5211  
 F: (479) 474-9075  
 Tim.Organ@bekaert.com  
 www.bekaert.com/na

November 23, 2009

## Adam Cornely

Colorado, Department of Transportation  
 Subject: Project Title SHE 0821-083

### High Tensile Fixed Knot 2096-6 12 1/2 Gauge Class III Zinc Coated vs. 1047-6-11 Gauge Class III Zinc Coated Low Carbon Hinge Joint

#### Introduction:

A request for comparison between the two different styles of fence explores both ends of the ASTM A116 spectrum. Both 1047-6 11 and 2096-6 are listed and both products are produced at our Bekaert Van Buren facility.

The material contrast is unique from one end of the ASTM spectrum to the other. The 1047-6-11, (Low Carbon Hinge Joint Class III Zinc Coated Grade 60) is a proven product, depending on the application need. The Fixed Knot products (2096-6 12 1/2 Gauge Class III Zinc, Grade 175) having the ability the reach height's of 10' as a single sheet gives the end user a variety of options depending on the required use. They both are used in various applications Agriculture, Right of Way, Exclusion and Enclosure.

#### Comparison:

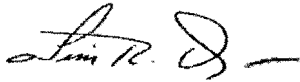
Based from nominal applications the products are only similar in name.

- **Corrosion resistance:** Both products are Zinc Coated Class III. **Equal.**
- **Roll Weight:** 330', 8' Application 1047-6 11 x's 2 @ 560 #s 2096-6 12 1/2 @ 395#s @ 30% lighter. **Advantage 2096-6 12 1/2 30 % lighter.**
- **Line Wire Strengths:** 1047-6 11, 20% of this fence (top and bottom edge wires) have @ 75-80% of the strength of any single line wire on a 2096-6 12 1/2. The remaining 80% of 1047-6 11 fences is only half as strong or 50% less. **Advantage 2096-6 12 1/2 @ 50 % Stronger.**
- **Unique Property Strengths:** 2096-6 12 1/2 Gauge has a single stay wire tying all 20 Line wires together. Fixed Knot i.e. 2096-6 is required to maintain a tensile strength based from ASTM A116 standard. 1047-6-11 Hinge Joint every stay wire position is a different wire, they wrap over the top of the individual line wire. ASTM A116 states that the stay wires offer no strength in a Hinge Joint Style other than holding the line wire in position. **Advantage 2096-6 12 1/2 Stronger.**
- **Field Performance:** One of the major attributes of Grade 175 Fixed Knot 2096-6 12 1/2 gauge product is the process conditioning of the individual wires pre-manufacturing. The unique design and low stretch line and stay wires offer a product that once pulled tight will require fewer post with spacing as much as 16' between them. When compared to a double stack 1047-6 11 the added weight creates sag, post are needed every 8' and a wooden stay every 4' according to CO DOT requirements. **Advantage 2096-6 12 1/2 Fewer post no wooden stays.**

#### Conclusion:

The facts listed above are easily corroborated by viewing ASTM A116 the products standard. The double stacking of 1047-6 11 is an adequate method of Exclusion and Enclosure, 2096- 12 1/2 gauge is a better choice for an 8' application. In the age of performance excellence, Bekaert Fixed Knot 2096- 12 1/2 gauge is **"lighter, Stronger, and goes up Faster"** an additional benefit is it will cost less to put up by using fewer post.

Best Regards,

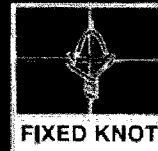


Tim R. Organ  
Q.A. Supervisor  
1881 Bekaert Drive  
Van Buren, AR 72956  
Ph. 479.474.5211.X126  
Fx.479.474.9075

 **BEKAERT**

better together

# Fixed Knot Fencing



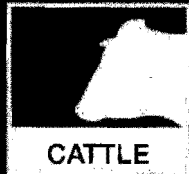
MADE IN THE USA



# What can we offer you?

We at Bekaert want to help you select the best fixed knot fence to meet your unique fencing needs. Our fixed knot fences utilizes solid vertical stay wires, which increase the vertical strength of the fence and allows for increased post spacing. Our fixed knot is a separate piece of wire tightly wrapped around the line wire providing maximum strength and locking the horizontal and vertical wires in place.

Our fixed knot fences ensure a solid construction on all terrains. They are offered in a wide variety of heights and styles that feature graduated spacing that starts with narrow openings at the bottom which prevent the entry of small animals. Bekaert Fixed Knot fences are very resistant to animal damage and can be used for various applications. All Solidlock® fences are manufactured using high tensile wire which makes the fence easier to install, requires no pre-stretching and uses fewer posts which means reduced maintenance for you.



## Solidlock® Limited Guarantee

With over 130 years of experience, we've learned how to do it right, this is why we stand behind our products with our Solidlock® Guarantee. Our *better together* tag accurately reflects the way we work together with our customers, partners, local government agencies, and colleagues. By following these basic concepts, Bekaert has raised quality and cooperation to the highest level. We strongly believe in our level of manufacturing quality and excellence, for these reasons we want to offer the Solidlock® Guarantee to you, our customer. Visit [fencing.bekaert.com](http://fencing.bekaert.com) for more info!

### ZA+ Paint Solidlock®



- Superior coating resistance
- 95% Zinc; 5% Aluminum
- Aesthetically pleasing green or black finish
- ZA coating lasts three times longer than Class 1 galvanized coating at a better value
- Meets/Exceeds ASTM A-116 and ASTM A- 856

### ZA Fixed Knot



- Excellent coating resistance
- 95% Zinc; 5% Aluminum
- ZA coating lasts three times longer than Class 1 galvanized coating at a better value
- Meets/Exceeds ASTM A- 856

### Solidlock®



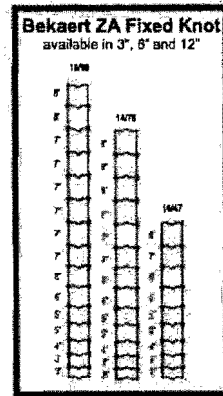
- Great coating resistance
- Class 3 Zinc coating
- Meets/Exceeds ASTM A-116 and ASTM A- 641

# Fixed Knot Product Details

## Bekaert ZA Fixed Knot

Bekaert ZA Fixed Knot has an advanced coating exclusively made by Bekaert. Bekaert ZA (95% Zinc, 5% Aluminum) coating maximizes fence life and value. Adding 5% Aluminum results in a coating that lasts three times longer than Class 1 galvanized at a better value.

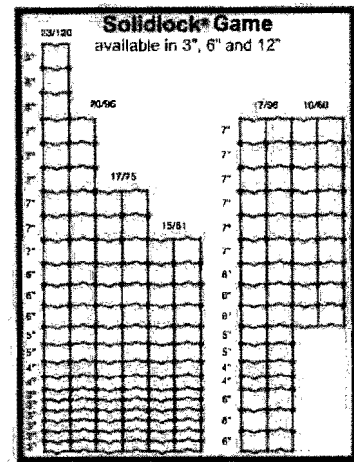
Part Number	Fence Design	Height	Vertical Spacing	Roll Length	Wire Gauge	Roll Weight	Coating
157714	1047-3	47"	3"	330'	14g	222 lbs	ZA
157715	1047-6	47"	6"	330'	14g	142 lbs	ZA
157716	1047-12	47"	12"	330'	14g	102 lbs	ZA
170645	1478-6	78"	6"	165'	14g	105 lbs	ZA
157717	1478-8	78"	6"	330'	14g	210 lbs	ZA
157718	1690-6	90"	6"	330'	14g	241 lbs	ZA



## Solidlock® for Game

Solidlock® for Game fences are all manufactured with Class 3 galvanized coating offering three times the life versus Class 1. In addition, our 2096-6 fence design has the option of ZA+ Paint coating which has all the benefits of ZA coating plus the benefits of an aesthetically pleasing UV stabilized green paint appearance.

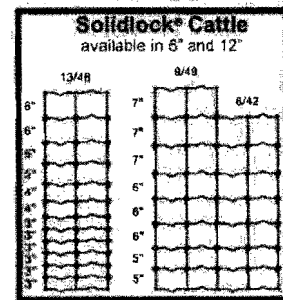
Part Number	Fence Design	Height	Vertical Spacing	Roll Length	Wire Gauge	Roll Weight	Coating
118218	1060-6	60"	6"	330'	12.5g	210 lbs	Class 3
118248	1561-6	61"	6"	330'	12.5g	279 lbs	Class 3
118257	1060-12	60"	12"	660'	12.5g	294 lbs	Class 3
118269	1775-6	75"	6"	330'	12.5g	327 lbs	Class 3
118271	2096-3	96"	3"	165'	12.5g	340 lbs	Class 3
118288	2096-6	96"	6"	330'	12.5g	396 lbs	Class 3
118376	2096-6	96"	6"	500'	12.5g	601 lbs	Class 3
118241	2096-12	96"	12"	330'	12.5g	264 lbs	Class 3
118371	2096-12	96"	12"	660'	12.5g	564 lbs	Class 3
118318	23120-6	120"	6"	330'	12.5g	492 lbs	Class 3
136261	2096-6	96"	6"	330'	12.5g	396 lbs	ZA + Black
136692	2096-6	96"	6"	330'	12.5g	396 lbs	ZA + Green



## Solidlock® for Cattle

Solidlock® for Cattle fences are all manufactured with Class 3 coating. Class 3 galvanized coating lasts three times longer than Class 1.

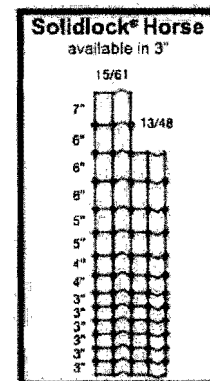
Part Number	Fence Design	Height	Vertical Spacing	Roll Length	Wire Gauge	Roll Weight	Coating
118185	842-6	42"	6"	330'	12.5g	157 lbs	Class 3
118221	842-12	42"	12"	660'	12.5g	220 lbs	Class 3
118199	949-6	49"	6"	330'	12.5g	182 lbs	Class 3
118162	949-12	49"	12"	330'	12.5g	129 lbs	Class 3
118239	949-12	49"	12"	660'	12.5g	257 lbs	Class 3
118226	1348-6	48"	6"	330'	12.5g	234 lbs	Class 3
120310	1348-12	48"	12"	330'	12.5g	176 lbs	Class 3



## Solidlock® for Horse

Solidlock® for Horse fences are all manufactured with Class 3 coating. Class 3 galvanized coating lasts three times longer than Class 1.

Part Number	Fence Design	Height	Vertical Spacing	Roll Length	Wire Gauge	Roll Weight	Coating
118150	1348-3	48"	3"	100'	12.5g	117 lbs	Class 3
118225	1348-3	48"	3"	200'	12.5g	233 lbs	Class 3
118174	1561-3	61"	3"	100'	12.5g	140 lbs	Class 3
118249	1561-3	61"	3"	200'	12.5g	280 lbs	Class 3



## Where to find us

Would you like to learn more about the solutions we offer?  
Are you interested in any of our products or services?  
Please do not hesitate to get in touch. We would be delighted  
to talk about how we can be *better together*.

Bekaert Corporation  
1395 South Marietta Parkway  
Building 500, Suite 100  
Marietta, Georgia 30067-4440  
T- 770-421-8520  
F- 770-421-8521

Bekaert Corporation  
1881 Bekaert Drive  
Van Buren, AR. 72956  
T- 479-474-5211  
F- 479-474-9075



For installation and product information scan this  
QR code with your mobile phone or visit us at  
**fencing.bekaert.com**



About Bekaert

Bekaert Fence Products

Installation Guides

Fence Basics

Our Fence Products

Guaranteed Coatings

Barbed Wire

Field Fence

Fixed Knot

Smooth Wire

Non-Climb: Horse, Sheep, Goat

Gauchos® High Strength Horse Fence

Gauchos® High Strength Sheep and Goat

Gauchos® Non-Climb Horse Fence

Fence Accessories

# Gauchos® Non-Climb Horse Fence

## The Most Attractive Fence on the Market



Gauchos® Non-Climb Horse Fence is an animal friendly fence available in either Bezinat® + UV Coating or Class 3 galvanization and features a no tear "S" knot to protect your animal's skin and coat. This combination of features will give you the low maintenance and long fence life you're looking for.

Our Gauchos® Non-Climb Horse Fence fences are closely spaced 2" x 4" openings to prevent horses from stepping through or climbing the fence and becoming tangled. They are available in various sizes to meet all of your equine needs.

All of Bekaert's Gauchos® Non-Climb Horse Fence products meet or exceed ASTM A-641 for zinc coating standards.

**Gauchos®: non-climb horse fence**

Part number	Farm design	Height	Vertical spacing	Roll length	Line wire gauge	Filter wire diameter	Roll weight	Coating
118157	1348-2	48'	2"	100'	10g	12.5g	122 lbs	Class 3
118232	1348-2	48'	2"	200'	10g	12.5g	244 lbs	Class 3
118183	1660-2	60'	2"	100'	10g	12.5g	151 lbs	Class 3
134801	1348-2	48'	2"	100'	10g	12.5g	122 lbs	Bezinat®+ UV coating
134804	1348-2	48'	2"	200'	10g	12.5g	244 lbs	Bezinat®+ UV coating
134808	1660-2	60'	2"	100'	12.5g	12.5g	151 lbs	Bezinat®+ UV coating

## Bezinal® + UV Coating

Bezinal®+ UV Coating, developed and produced exclusively by Bekaert, is our superior hybrid coating that will give you added life to your fence. Our Bezinal®+ UV coating has all the benefits of our Bezinal® coating *and more*. Outperforming galvanized coating by at least 4 to 1 (for the same coating weight), our Bezinal®+ UV coating has an added top coat of UV resistant paint which extends the life of your fence even longer. This top coat gives each product an attractive, superior performing finish, which seals and protects the Bezinal® coating and improves the look of your fence. We guarantee that the coating on our Gaucho® 40 products will last at least **40 Years**. Our Bezinal® products all meet or exceed ASTM A 856 standards.

## Class 3

Class 3 is approximately 2 ½ times thicker than the industry standard Class 1 galvanized coating. The heavier Class 3 coating provides protection against environmental elements ensuring a longer life. Bekaert guarantees that the coating on our Gaucho® 20 products will last at least **20 Years**. Our Class 3 products all meet or exceed ASTM A 641 standards.

Learn more about our [GUARANTEED coatings](#).

[Contact us](#) now for available Gaucho® Non-Climb Horse Fence products in your area.

SAMPLE



**Universal Forest Products Western Division**

Colorado Region  
Treating Plant 223  
PO BOX 389 • WINDSOR, COLORADO 80550  
PHONE (970) 686-9651 FAX (970) 686-9670

*Certificate of Treatment*

**TO WHOM IT MAY CONCERN:**

This is to certify that the round post on this invoice No. 50704101 has been pressure treated.

The preservative used in the treatment is certified to be Lifewood brand Micronized Copper Azole by Osmose as described in ICC Evaluation Service Report (ESR) – 2240.

The material on this invoice was treated in compliance with Universal Forest Products standards

**SOLD TO:**

JP Whelan Company  
Aurora, CO

**SHIPPED TO:**

Ideal Fence Yard  
39001 S. River Frontage Road  
Silt, CO

**Contents**

\* { 240 PCS 5-6" x 12' FL RND POLE LP GC UFPB PWMCA  
195 PCS 6-7" x 12' FL RND POLE LP GC UFPB PWMCA  
180 PCS 5-6" x 8' FULL ROUND POST LP GC UFPB PWMCA

SAMPLE



**Universal Forest Products Western Division**

Colorado Region  
Treating Plant 223  
PO BOX 389 • WINDSOR, COLORADO 80550  
PHONE (970) 686-9651 FAX (970) 686-9670

*Certificate of Treatment*

**TO WHOM IT MAY CONCERN:**

This is to certify that the round post on this invoice No. 50704102 has been pressure treated.

The preservative used in the treatment is certified to be Lifewood brand Micronized Copper Azole by Osmose as described in ICC Evaluation Service Report (ESR) – 2240.

The material on this invoice was treated in compliance with Universal Forest Products standards

SOLD TO:  
JP Whelan Company  
Aurora, CO

SHIPPED TO:  
Ideal Fence Yard  
39001 S. River Frontage Road  
Silt, CO

Contents  
502 PCS 6-7" x 10' FL RND POLE LP GC UFPB PWMCA

70 PCS 5-6" x 8' FULL ROUND POST LP GC UFPB PWMCA

