

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 21 day of October 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 PPS Interiors, located at 6171 S Marion Way, Centennial, CO 80121, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

### 1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached IFB 2016.707 and the Contractor's response to the IFB 2016.707 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

### 3. TERM:

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

### 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: twenty-five thousand seven hundred thirty-eight dollars and fifty cents (\$25,738.50).

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

### 5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this

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

**6. NONDISCRIMINATION:**

**6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**7. INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

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

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

8.4.1. Each Occurrence: \$1,000,000

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

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

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

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

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

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

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

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

## **9. WARRANTY:**

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **10. TERMINATION:**

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **11. MUTUAL UNDERSTANDINGS:**

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement

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

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

11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facilities Management  
Contact: Howard Hampton  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 303.227.2385  
E-mail: [hhampton@adcogov.org](mailto:hhampton@adcogov.org)

Department: Adams County Purchasing  
Contact: Shawn Hartmann  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6279  
E-mail: [shartmann@adcogov.org](mailto:shartmann@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: PPS Interiors  
Contact: Robert Pickerill  
Address: 6171 South Marion Way  
City, State, Zip: Centennial, CO 80121  
Phone: 303.730.0608  
E-mail: [robertpickerill@comcast.com](mailto:robertpickerill@comcast.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:

Adams County Manager's Office

Todd Leopold Date 10/21/16  
Todd Leopold

PPS Interiors

Robert D. Pickerill Date 10-17-16  
Signature

Robert D. Pickerill Title OWNER  
Printed Name

Attest:

Stan Martin, Clerk and Recorder Channah  
Deputy Clerk

Approved as to Form: W. Eelst  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF ARAPAHOE

STATE OF COLORADO )SS.

Signed and sworn to before me this 17th day of October, 2016,

by Robert Duane Pickerill,

[Signature]  
Notary Public

**ERMAN BAHCEKAPILI  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164010110  
MY COMMISSION EXPIRES 03/11/20**

My commission expires on: 03/11/20



**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:**

PPS INTERIORS  
Company Name

10-17-16  
Date

Robert D. Pickrell  
Signature

Robert D. Pickrell  
Name (Print or Type)

OWNER  
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

State of Colorado  
County of Arapahoe  
The foregoing instrument was acknowledged before  
me on this 17th day of October 2016  
by \_\_\_\_\_  
who is personally known to me or has produced  
Driver License as identification  
[Signature]  
Notary's Signature

**ERMAN BAHCEKAPILI  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164010110  
MY COMMISSION EXPIRES 03/11/20**

# PPS Interiors

6171 S. Marion Way  
Centennial, CO 80121

FAX # 303-734-1567

Phone# 303-730-0608

## FAX COVER SHEET

To: Adams County Facilities + Purchasing  
Howard Hampton + Shawn Hartman  
303-727-2383      720-523-6058

Number of pages including cover sheet 2  
Roller Shades for Substation

Comment:  
If you like we can walk you thru a  
few areas and show you why we need  
this many shades

Bob Pickrell

Change in roller shade bid pricing  
The original bid request showed 38 openings  
some as wide as 344 inches. Roller shades  
can only be made about 124 inches wide.  
However we must also consider where  
to have blind end so the split between  
2 blinds meets where the individual window  
ends.

When we bid we changed the sizes on  
many of the shades to sizes we could make.  
We bid based on 67 shades. When we  
made field measurements we found we need  
97 shades to fit the windows properly.

original bid was  
\$16,087 w/out fascia  
\$19,507 With fascia

actual price of new shades needed  
\$ 21,980 w/out fascia  
\$ 25,738.50 With fascia

## Shawn Hartmann

---

**From:** Howard Hampton  
**Sent:** Thursday, September 29, 2016 8:50 AM  
**To:** Shawn Hartmann  
**Subject:** RE: Service Center Blinds

FYI: I just spoke to Bob with PPS. They went out and performed the field measurements for this project and came out with a considerably larger number of blinds than originally bid. I asked him to send us the revised quotes. As soon as we receive them I would like to speak with you and find out our options. Thanks.

---

**From:** Shawn Hartmann  
**Sent:** Thursday, September 08, 2016 8:25 AM  
**To:** Howard Hampton  
**Subject:** RE: Service Center Blinds

Are we looking to do the Fascia?

Thanks



**Shawn Hartmann**  
Purchasing Agent II, *Finance Department*  
ADAMS COUNTY, COLORADO  
4430 South Adams County Parkway, Suite C4000A  
Brighton, CO 80601-8212  
direct: 720.523.6279 | main: 720.523.6050  
[shartmann@adcogov.org](mailto:shartmann@adcogov.org) | [adcogov.org](http://adcogov.org)

---

**From:** Howard Hampton  
**Sent:** Thursday, September 08, 2016 7:51 AM  
**To:** Shawn Hartmann  
**Subject:** RE: Service Center Blinds

Yes. Let's proceed. Thanks.

---

**From:** Shawn Hartmann  
**Sent:** Thursday, September 08, 2016 7:50 AM  
**To:** Howard Hampton  
**Subject:** RE: Service Center Blinds

Happens from time to time. If you are good to move forward, I will start drawing up the paperwork.

Thanks



**Shawn Hartmann**  
Purchasing Agent II, *Finance Department*  
ADAMS COUNTY, COLORADO  
4430 South Adams County Parkway, Suite C4000A  
Brighton, CO 80601-8212  
direct: 720.523.6279 | main: 720.523.6050  
[shartmann@adcogov.org](mailto:shartmann@adcogov.org) | [adcogov.org](http://adcogov.org)

**ADAMS COUNTY FORMAL INVITATION FOR BID  
2016.707**

---

**Service Center Blinds**

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

**BID ISSUANCE**

**Date: August 22, 2016**

**QUESTIONS**

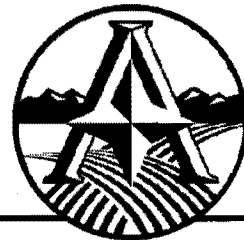
**Written questions will be accepted through August 26, 2016  
Questions must be submitted by email to [shartmann@adcgov.org](mailto:shartmann@adcgov.org)  
An Addendum to answer submitted questions  
will be issued no later than August 31, 2016**

**BID OPENING**

**Date: September 6, 2016**

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

**Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, Colorado 80601**



---

**ADAMS COUNTY**  
**COLORADO**

---

## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Service Center Blinds**.
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 August 26, 2016. All questions are to be submitted to Shawn Hartmann, Purchasing Agent II by email at [shartmann@adco.gov](mailto:shartmann@adco.gov).
4. An Addendum to answer submitted questions will be issued no later than August 31, 2016.
5. Bids
  - 5.1. 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, Front Lobby, Brighton Colorado 80601, up to 2:00 p.m. on September 5, 2016.
  - 5.2. The bid opening time shall be according to our clock.
  - 5.3. Bids will be publicly opened and read aloud at this time.
  - 5.4. 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.
  - 5.5. No bids will be accepted after the time and date established above, except by written addenda.
6. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

## 7. BID REQUIREMENTS

- 7.1. Three (3) copies: 1 paper original, 1 paper copy and 1 CD (PDF) or Flash Drive of the bid are required. If brochures or other supportive documents are requested, then it is required that 1 sets be submitted with bid.
- 7.2. All bids must be signed.

- 7.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 7.4. Bids may not be withdrawn after date and hour set for closing.
- 7.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 7.6. 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, 2016.707 and Service Center Blinds.
- 7.7. 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.
- 7.8. 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.
- 7.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 7.10. 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.
- 7.11. 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.
- 7.12. 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.
- 7.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.

- 7.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 7.15. 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.
8. 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.
9. Adams County is an equal opportunity employer.
10. **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.

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

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

- |         |                   |             |
|---------|-------------------|-------------|
| 11.1.1. | Each Occurrence   | \$1,000,000 |
| 11.1.2. | General Aggregate | \$2,000,000 |

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

- |         |                               |                             |
|---------|-------------------------------|-----------------------------|
| 11.2.1. | Bodily Injury/Property Damage | \$1,000,000 (each accident) |
|---------|-------------------------------|-----------------------------|



- 11.2.2. Personal Injury Protection Per Colorado Statutes
- 11.3. Workers' Compensation Insurance: Per Colorado Statutes
- 11.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- 11.4.1. Each Occurrence \$1,000,000
- 11.4.2. 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.
- 11.5. 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:
- 11.5.1. 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.
- 11.5.2. 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.
- 11.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 11.6. 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.
- 11.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 11.8. 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.
- 11.9. 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.
- 11.10. 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.

- 11.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
  - 11.12. 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.
12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
  - 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
  - 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
  - 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the

Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

#### **END OF GENERAL INSTRUCTIONS**

The remainder of this page left blank intentionally.

## SPECIFICATIONS

1. Product Specifications
  - A. The window shade system shall be an Insolroll® interior clutch roller shade.
    1. Non-motorized
    2. Continuous cord loop made of stainless steel ball chain
    3. Provide pricing for an exposed roller style shade with alternate pricing for cassette and fascia.
    4. Chain guide shall be of the universal type in black
    5. Clutch and brackets shall be black.
    6. Mounting type is to be determined at time of full field measurement.
    7. Shade will be a regular roll style.
  - B. Shade fabric
    1. Style to be Aurora
    2. Color Charcoal
    3. 5% openness
    4. Sealed hems on weighted bar
2. Remove and replace shades for approximately 46 openings at the Adams County Service Center.
  - A. A list of openings where shades are to be installed is included.
  - B. The final contract will be awarded on a total price including materials and installation based on the included list.
  - C. This list is an estimate to be used for bid purposes only. Prior to final negotiations it is mandatory that the awarded contractor complete a full field accurate count of quantities and sizes of shades required to properly cover the openings specified for exact not to exceed pricing
  - D. Adams County may choose to not include all openings included in this list in the final contract.
3. The contractor shall provide all equipment, labor, and necessary supplies (adequate in kind, quantity and quality) to properly install the specified window shade system in accordance with the attached document "Insolroll-Clutch-Shade- Installation-Instructions-2013.pdf".
4. The contractor will be responsible for the removal and disposal of all existing blinds in the areas where replacement shades are specified.
5. If any existing damage is found in the openings Adams County Facility Operations will be notified and no additional work will be performed in those areas until an agreement is reached regarding the method and party responsible for repairs.
6. A waste disposal container will be provided by Adams County at the county's expense. Transport of waste materials, including existing blinds, packing materials, etc. to the container will be the responsibility of the contractor. The contractor will give Adams County a minimum of 24 hours' notice of need to have the waste container placed, reset, or removed.
7. All areas of the facility, including work areas, elevators, hallways, and locations used for storage of materials and tools will be protected from damage. Adams County reserves the right to approve the type and application of materials used for this purpose.
8. The contractor must provide a minimum of a 10 year parts and one year labor warranty.

9. Work is to be completed during regular work hours of 7:00am to 3:00pm Monday to Friday. Contractor will work with the Adams County Facility Operations and the Adams County Sheriff's Office to develop a schedule for installation that will minimize the impact to county operations.
10. All work must be completed and approved by December 1, 2016. The final invoice must be received by Adams County no later than December 30, 2016.
11. Completion and Acceptance
  - A. The initial punch list, if any, shall be prepared prior to substantial completion.
  - B. The Contractor shall work diligently to complete the items on the initial punch list within a reasonable amount of time and will, upon request, provide documentation that will support completion of the initial punch list.
  - C. At the time of substantial completion, a final punch list shall be prepared by the owner or its designated representative.
  - D. The punch list process may be performed for various phases of the project in accordance with the project schedule. The punch list(s) provided shall be unique to that phase.
  - E. Upon completion the contractor shall hand all warranties and documents to the Adams County Service Center Facility Operations supervisor.
  - F. All completed work will be inspected by Adams County Facility Operations and any deficiencies shall be corrected within 72 hours of inspection.
12. A Colorado and National background check will be required for all persons prior to being granted access to County facilities. The cost of the background checks will be the contractor's responsibility.

## **Submittal Checklist**

- Bid Response
- Vendor Information Form
- W-9
- Contractor's Certification of Compliance
- Contractor's Statement
- References
- 1 original paper copy and 1 additional paper copy
- One CD or Flash Drive of submitted proposal in a single PDF document



Finance Department  
4430 South Adams County Parkway  
Brighton, CO 80601  
PHONE 720.523.6055 FAX 720.523.6058

### VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9  
(Payments & New Vendor #'s will not be processed without a completed W-9)

#### PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

\_\_\_\_\_  
*Employee Name* *Department/Elected Office*

Company Name (Please include dba name, if applicable.)

\_\_\_\_\_  
*Company Name* *DBA Name (if applicable)*

Does this company function solely as a manufacturer rep or distributor? YES  NO

If YES, is invoice payment sent to your remit-to address or the manufacturer?

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES  NO

If YES, please copy and complete this form for each location.

#### Remit-To Information (Invoice Payment):

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Address* *Address 2*

\_\_\_\_\_  
*City* *County*

\_\_\_\_\_  
*State* *Zip Code*

\_\_\_\_\_  
*Phone Number* *Fax Number*

Address for Purchase Orders/Contracts (if different from above.)

\_\_\_\_\_  
*Address* *Address 2*

\_\_\_\_\_  
*City* *County*

\_\_\_\_\_  
*State* *Zip Code*

\_\_\_\_\_  
*Phone Number* *Fax Number*

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

Phone Number

Fax Number

Company Information

Web Address

Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

Company Email Address

Contact Information

Contact Name

Position/Title

Contact Phone Number

Contact Fax Number

Contact Email Address (if different than above)

**BUSINESS CLASSIFICATION** – Please check all that apply and attach supporting documents for these business classifications:

- |   |   |
|---|---|
| <input type="checkbox"/> Small Business   | <input type="checkbox"/> Veteran Owned            |
| <input type="checkbox"/> Disadvantaged  | <input type="checkbox"/> Vietnam Veteran          |
| <input type="checkbox"/> Woman Owned  | <input type="checkbox"/> Service Disabled Veteran |
| <input type="checkbox"/> Hub-Zone   |   |
| <input type="checkbox"/> Business is 51% owned by physically disabled individual(s) |   |

**ETHNICITY OF BUSINESS** – Please check where applicable

- |  |  |
|--|--|
| <input type="checkbox"/> Black American              | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Hispanic American           | <input type="checkbox"/> Caucasian       |
| <input type="checkbox"/> Asian Pacific American      | <input type="checkbox"/> Other _____     |
| <input type="checkbox"/> Subcontinent Asian American |  |

**CONFLICT OF INTEREST**

Does this company employ any Adams County employees or their immediate family members? YES  NO

If YES, please explain

Does this company have any financial interests with an Adams County employee? YES  NO

If YES, please explain

*Thank you!*



**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

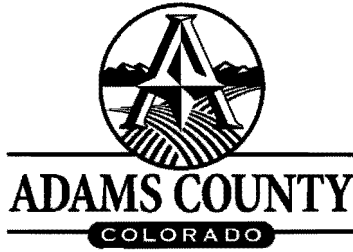
\_\_\_\_\_  
Date

\_\_\_\_\_  
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



**Service Center Blinds**

**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.

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

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	_____

# SAMPLE OF ADAMS COUNTY CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 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.
- 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 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 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**

- 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 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.**

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

\*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.

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.

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.

- 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.

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.

SAMPLE

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

**Board of County Commissioners**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
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 \_\_\_\_\_, 2016,

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

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

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

## 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