

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 3 day of November 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 ProCode Inc., located at 360 Walnut Ave, Eaton, CO 80615, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

### **1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP 2016.709 and the Contractor's response to the RFP 2016.709 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

### **3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

### **4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services in the not to exceed amount of forty-two thousand five hundred dollars (\$42,500.00) based on the following fee schedule;

The remainder of this page is left blank intentionally

4.1.

<b>Building Department Fees</b>	<b>ProCode Inc. Fee Schedule</b>
Administration Fees	0%
Commercial Plan Review Fees	60%
Residential Plan Review Fees	60%
Residential Master Plan Review	60%
Electrical Plan Review Fees	60%
On-site Meetings with Clients	No Additional Charge
Jurisdiction Owned Projects Plan Review Fees	No Additional Charge
Testimonial and Investigation Fees	No Additional Charge
Miscellaneous Fees	No Additional Charge

4.2. 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 Community and Economic Development  
Contact: Nana Appiah  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6819  
E-mail: Nappiah@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

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: ProCode Inc.  
Contact: Jonathan D. Gesick  
Address: 360 Walnut Avenue  
City, State, Zip: Eaton, Colorado 80615  
Phone: 970.518.5269  
E-mail: jgesick@procodeinc.net

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

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

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

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

## **12. CHANGE ORDERS OR EXTENSIONS:**

12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

**13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

**Todd Leopold**

Todd Leopold  
County Manager

11/23/16  
Date

**ProCode Inc.**

[Signature]  
Signature

10/25/16  
Date

Jonathan D Gesick  
Printed Name

President  
Title

**Attest:**

Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

Approved as to Form:

[Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Weld)

STATE OF Colorado)SS.

Signed and sworn to before me this 28 day of October, 2016,

by Jonathan D Gesick,

[Signature]  
Notary Public

CAREE RINEBARGER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20044023913  
MY COMMISSION EXPIRES 08-29-2020

My commission expires on: 8/29/2020



**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:**

ProCode Inc.  
Company Name

10/28/16  
Date

  
Signature

Jonathan D. Gestek  
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

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2016.708**

---

**BUILDING PERMIT REVIEW SERVICES RFP**

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

Solicitation issue date: August 9, 2016

Written questions for this RFP will be accepted through August 15, 2016

An Addendum to answer submitted questions will be  
issued no later than August 17, 2016

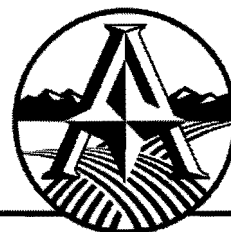
Proposal Opening Date: August 30, 2016  
Time: 2:00 p.m.

**Location (in Person):**

Adams County Government Center  
4430 South Adams County Parkway  
Central Entrance Reception Desk  
Brighton, CO 80601

**Location (via Mail):**

Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, Suite C4000A  
Brighton, CO 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 proposals for Building Permit Review Services for the Development Services Division.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
  - 2.1. Interested parties 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 by 4:00 p.m. August 5, 2016. All questions are to be submitted to Shawn Hartmann, Contract Administrator by email at [shartmann@adcogov.org](mailto:shartmann@adcogov.org)
4. An Addendum to answer all questions will be issued no later than August 8, 2016.
5. Proposals
  - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division at the Adams County Government Center, 4430 South Adams County Parkway, Brighton, Colorado 80601, up to 2:00 p.m. on August 15, 2016.

Location (In Person): Adams County Government Center  
4430 South Adams County Parkway  
Central Entrance Reception Desk  
Brighton, CO 80601

Location (Via Mail): Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, Suite C4000A  
Brighton, CO 80601

- 5.2. The proposal opening time shall be according to our bid clock located in the lobby of the bid delivery location.
- 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
- 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
- 5.5. No proposals will be accepted after the due date and time established above except by written addenda.

- 5.6. The proposal must be submitted on a CD or Thumb Drive in a single PDF file not to exceed 30 pages. One set of brochures or other supportive documents may be included with the proposal narrative.
- 5.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD or Thumb Drive. These are the **last two pages of the RFP**.
- 5.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

#### **2016.708 BUILDING PERMIT REVIEW SERVICES RFP**

- 5.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 5.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 5.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.

- 5.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 5.16.1. Any Proposal which does not meet bonding requirements, or,
  - 5.16.2. Proposals which do not furnish the quality, or,
  - 5.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 5.16.4. Proposals from offerors who lack experience or financial responsibility, or,
  - 5.16.5. Proposals which are not made to form.
- 5.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 5.21. 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.
6. Adams County is an equal opportunity employer.
7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
8. 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.

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

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

- |                          |             |
|--------------------------|-------------|
| 9.1.1. Each Occurrence   | \$1,000,000 |
| 9.1.2. General Aggregate | \$2,000,000 |

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

- |                                      |                             |
|--------------------------------------|-----------------------------|
| 9.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 9.2.2. Personal Injury Protection    | Per Colorado Statutes       |

9.3. Workers' Compensation Insurance: Per Colorado Statutes

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

- |                                                                                                                                                                                                                                                                                                  |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 9.4.1. Each Occurrence                                                                                                                                                                                                                                                                           | \$1,000,000 |
| 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals. |             |

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

- |                                                                                                                                                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 9.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor. |  |
| 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.                                                                                                            |  |
| 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.                                                                                                                                                                            |  |

9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such

insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 9.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
  - 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
  - 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
  - 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
  - 9.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
  - 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
  - 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
  11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**End General Information**



**I. SCOPE OF WORK:**

Adams County Department of Community and Economic Development is requesting proposals from qualified individuals or firms to assist the County in reviewing building permit applications to ensure conformity with the County's Development Standards and Regulations and Building Codes.

The County has adopted the 2012 International Building Codes. All proposed buildings and structural and civil engineering plans are required to conform to the standards of the building code and applicable sections of the County's Development Standards and Regulations. The County review timeline for a first review of building permit applications is ten days from the date of submittal. All applications under the scope of this work shall follow the review timeline.

**II. SERVICES PROVIDED:**

The successful Offeror will be responsible for:

- Reviewing proposed building permit applications to ensure compliance with applicable County Development Standards and Regulations.
- Provide review comments related to the County floodplain regulations, Natural Resource Conservation Overlay, and Stormwater (MS4) areas.
- Review building permit applications to ensure access to a County owned and maintained right-of-way.
- Review building permit applications to ensure compliance with the County's Ordinance No. 12 for the adopted building codes.
- Provide summary reports of each permit reviewed to the County project manager. The maximum number of days for reviewing each building permit application shall not exceed nine days from the date of receipt.
- Attend meetings periodically to discuss review comments with building permit applicants, as necessary.

**III. MINIMUM QUALIFICATIONS OF OFFEROR:**

- Licensed Colorado Professional Civil Engineer
- Professional Planner
- International Code Council Certified Building, Plumbing, Mechanical, and Electrical Plans Examiner
- Experience in planning and development, county or municipal zoning regulations
- General knowledge of local government regulation of land use

**IV. FEE SCHEDULE:**

The Offeror must provide budget for undertaking each review, including the standard cost for categories of reviews such as single family residential development, commercial development and other sub-types of developments as outlined in the County's Development Standard and Regulations. The Offeror should keep in mind current economic conditions and be as efficient as possible in this process. A detailed breakdown of costs should be included within the proposal.

**V. TIMEFRAME:**

The County has adopted a review time of 10 business days to complete each building permit application review from date of receipt. The Offeror should include a description of how this review timeline will be met.

**VI. HOURS OF WORK:**

The County's normal work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. The Offeror will be required to work on-site once a week to use the County's software program (e.g. Accela) to input and compile review comments.

**VII. USE, SECURITY AND RETENTION:**

Confidential information of any kind shall not be distributed or sold to any third party or used by the Offeror or its agents in any way, except as authorized and approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all the County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Offeror or its agents, except as permitted in the Contract or approved in writing by the County.

**VIII. DISCLOSURE LIABILITY:**

Disclosure of the County records or other confidential information by Offeror for any reason may be cause for legal action by third parties against Offeror, the County or their respective agents. Offeror shall indemnify, save, and hold harmless the County, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Offeror, or its employees, agents, subcontractors, or assignees.

**IX. STANDARD AND MANNER OF PERFORMANCE:**

The Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in the manner set forth in the SCOPE OF WORK.

**X. RIGHTS IN DATA, DOCUMENTS AND COMPUTER SOFTWARE:**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Offeror in the performance of its obligations under the Contract shall be the exclusive property of the County and, all Work Product shall be delivered to the County by Offeror's completion or termination of the Contract. The County's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Offeror shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than in the performance of Offeror's obligations hereunder without the prior written consent of the County.

**XI. RESOURCES AVAILABLE FROM ADAMS COUNTY**

Below is a list of relevant adopted documents including the development standards, comprehensive plans, transportation plans, and other related available information.

- A. Adopted Development Standards and Regulations
- B. 2012 Adams County Transportation Plan
- C. Weld / Adams County Line Crossroads Alignment Study
- D. Weld County Rd 49 / Imboden Road Alignment Study
- E. DRCOG Metro Vision
- F. I-70 OEM Plan
- G. 2012 International Building Code
- H. 2012 International Residential Code
- I. 2012 International Plumbing Code
- J. 2012 International Fire Code
- K. 2012 International Mechanical Code
- L. 2012 International Fuel Gas Code
- M. 2012 International Property Maintenance Code
- N. 2012 Existing Building Code
- O. 2009 ICC ANSI-A117
- P. 2006 International Energy Conservation Code

### **Maps/GIS Data**

GIS data will not be provided until AFTER a contract is awarded. Consultant will work with the project manager to obtain the data. GIS data will be used for this project only and will not be disseminated or used for other purposes by the Consultant. Adams County GIS information is designed for general planning purposes.

Available GIS data includes:

- a. Public/private land ownership
- b. Parcels
- c. Streets
- d. Hydrology/water resources
- e. Topography
- f. Floodplain
- g. Aerials
- h. Soils
- i. Parks and Open Space
- j. Trails

## **XII. SUBMITTAL FORMAT**

### **A. Format**

The Consultant (Offeror) shall submit four (4) copies of the Proposal not to exceed thirty (30) sheets, submitted only on single-sided, typed single column, 8.5" x 11" paper. The sheet count limitation applies to the actual Technical Proposal contained in the submittal. The only exceptions to the page count are the front and back cover. There is a minimum 12-point font requirement for the basic text of the entire submittal. Any charts, graphs, table of contents, etc. must be of readable size. Appendices of relevant information may

supplement the proposal; however, information supplied in the Appendices is at the discretion of each Evaluation Team Member to utilize.

**It is recommended that proposals include the following information:**

- Experience: Clearly indicate the specific experience of the individual/firm and projects of the same scale and type as this project. List the projects and indicate the length of each project and budget, and whether or not the project was completed on time and within the budget. Please provide references for these projects within the appendix.
- Methods and Means Response: Provide a response that defines the methods and means by which the proposing firm will perform the services outlined in this RFP.
- Portion of the Review to be subcontracted: Submit a list of the portions of reviews that will be subcontracted, the names of the proposed sub-consultants and work experience with proposer.
- Key Personnel: Provide a complete list of key personnel that will be involved with the reviews, along with their education and professional experience (projects and dates) and their role/responsibilities in the project. Indicate the number of hours each person, including specific reviewers, will be dedicated to each review permit application, and their role/responsibility with the project.
- Detailed scope of services including product for each building permit review with an estimated timeline.
- Describe any proposed use of County personnel.
- Cost proposal: The cost proposal should provide typical costs for each category of building permit review in the scope of work.

**B. Proposal Evaluation Criteria**

Evaluation will be based upon review of all submittals in regards to the following criteria:

- Demonstration of ability to meet timeline and to provide deliverables as stated in the timeframe and format sections (A clear understanding of the purpose and objectives of the project)
- Project Team, Past Project Experience & Client References (Project team expertise and involvement in similar reviews of this type and scope)
- Project Approach (Project team knowledge of Adams County, the State of Colorado, and Municipal Government and County Development Regulations)
- Project Fee Structure & Cost Estimate

The Department of Community and Economic Development staff will review and select a consultant based on the content of the submitted Proposal. At the discretion of the Department, the County may invite selected consultants for a follow-up interview prior to making a final decision on a consultant.

**End of Scope of Work**

### **Submittal Checklist**

- Vendor Information Form
- W-9
- Contractor's Certification of Compliance (Signature required)
- Proposal Form/Contractor's Statement (Signature required)
- Three (3) References for projects of similar size and scope
- Four (4) paper copies of the bid (One marked Original and the rest Copy)
- One (1) CD or Thumb Drive 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

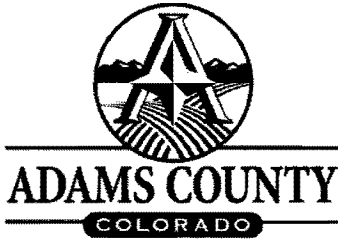
\_\_\_\_\_  
Date

\_\_\_\_\_  
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



**PROPOSAL FORM  
BUILDING PERMIT REVIEW SERVICES 2016.028**

**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 proposal is hereby submitted.

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_  
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 PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Winner123, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

### **1. SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

### **3. TERM:**

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

3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

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

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

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

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

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

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

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

## 9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is

terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

#### **10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. 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).
- 10.3. 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.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified

mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an email was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)  
Contact:  
Address:  
City, State, Zip:  
Phone:  
Email:

Department: Adams County Purchasing  
Contact:  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone:  
Email:

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Winner123  
Contact:  
Address:  
City, State, Zip:  
Phone:  
Email:

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

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

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

## **11. CHANGE ORDERS OR EXTENSIONS:**

11.1. **Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

**12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If 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.
- 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.

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


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
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





# PLAN REVIEW SERVICES PROPOSAL

For Adams County, CO



**ProCode**  
Professional Code Services

By: Jonathan Gesick, President and Certified Building Official

Visit us online at [www.procodeinc.net](http://www.procodeinc.net)

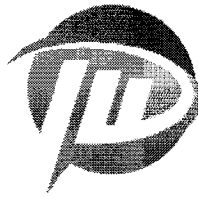
PO Box 95  
Eaton, CO 80615  
970-518-5269  
[jgesick@procodeinc.net](mailto:jgesick@procodeinc.net)

Partnering with municipalities to provide  
exceptional building department services.

**Original**

# Table of Contents

Introduction .....	1
Philosophy .....	1
Experience.....	2
Methods and Means Procedure .....	5
To Be Contracted.....	6
Key Personnel .....	3
Scope of Services.....	6
Proposed Use of County Personnel.....	7
Fees .....	8
Insured.....	9
Appendix.....	10
References	
Resumes	
Recommendation Letters	
Vendor Information Form	
W-9	
Contractor's Certificate of Compliance	
Proposal Form/Contractor's Statement	



ProCode  
Professional Code Services

## INTRODUCTION

*ProCode Inc. is a company that provides building department services to municipalities in the Northern Colorado area. ProCode Inc. provides code services such as independent studies on code related issues, code interpretations, plan reviews, inspections and building department administration.*

We offer complete building department services with unmatched customer service, knowledge of the codes and efficiency.

## PHILOSOPHY

Our philosophy is this... We want to connect with the community to help them build a code compliant structure. Working with them along the way to ensure that the municipalities regulations are met as well as the owner's goal of building a cost effective building completed in a timely manner.

Common sense can go a long way when working with citizens on their projects. With intense knowledge and understanding of the codes we are able to help contractors and owners with code issues without creating additional difficulties for them.

Protection of life is of the up-most importance to us. We value each citizen and contractor that we are able to serve.

## **EXPERIENCE**

ProCode currently serves multiple communities with building department services including the Town of Johnstown and the Town of Milliken. We also contract with other inspection firms to supply them with the needed help to serve the towns of Eaton, Berthoud, LaSalle, Fort Lupton and Garden City. We Have been in business for 2 years and are growing at a steady rate.

Recent plan reviews that may be consistent with projects in Adams County include:

- Scheels Sporting Goods – Scheels is a \$21,000,000, 300,000 SF project that was started in 2015 in Johnstown. Do to the complexity if the project the plan review took a little longer than expected but we were able to issue a foundation only permit and core and shell permit so they could start construction.
- High-Country Beverage – This is a 120,000 SF distribution center. Project was completed on time and in budget.
- Thompson River Parks and Recreation Center – This project was coordinated with the Town of Milliken. All fees were waived for this project since it was funded by the municipality. The permit was issued well before the time expected and under budget.
- Windmill Home's LLC – Single family dwellings. Building 70 to 100 homes per year in Milliken.
- Spanos Apartment Complex – 8- 3 Story luxury apartment buildings located in the Johnstown 2534 commercial development.

\*References located in the appendix.

## **METHODS AND MEANS RESPONSE**

There are multiple ways that we can meet the guidelines in the RFP.

1. We are well trained in Accela and now its capabilities. We would be able to review plans and permit information electronically by using the Electronic Document Review feature in the program. We will be able to download the plans, make any comments and upload them back to the server. This would cut down review time immensely as we would could review the plans as soon as they are available. If the County has condition sheets or guide sheets we can upload them as well.
2. If the contractor submits in a paper format we can pick up the plans from your office, make our comments and bring them back to the office for the issuance. We could also, if space is available, complete the review at Adams County offices throughout the work week.
3. We can use a combination of the two.

## **TO BE CONTRACTED**

ProCode is not planning on subcontracting any portion of the reviews.

## **KEY PERSONNEL**

There will be one individual assigned to complete the reviews and directly work with Adams County and a second as a back-up to assist as needed.

The lead plan reviewer will be Jonathan Gesick and the 2<sup>nd</sup> reviewer will be Ken Kidd.

Jonathan Gesick is the President of ProCode Inc. He has been in the construction industry for the past 20 years. He has previously worked in Weld County and Laramie County as a plans examiner, inspector and assistant to the building official. Jonathan is an ICC certified building official. Prior to becoming a building inspector Jonathan owned and operated an electrical contracting business for 10 years. Jonathan has attended the Accela conference in San Diego while working for Weld County and was a part of the Accela community with Adams County and is very comfortable using Accela for plan reviews.

Ken Kidd has been in the construction industry for the past 35 years. Ken has been serving municipalities including Johnstown for the past 20 years. Ken Kidd is an expert in his field and well respected in the industry.

**Time Dedicated for Permit Reviews**

Type of Review	Time
Residential New SFD	2 Hours
Residential Master plan(Repeat)	.5 Hours
Basement Finish	1 Hour
Solar Permit	1 Hour
Remodel/Alteration	1-2 Hours
Commercial – Small	2-4 Hours
Commercial – Medium	3-6 Hours
Commercial - Large	6-12 Hours
Misc.	.5-1 Hour

\*Resumes are attached in the appendix.

## JONATHAN GESICK'S CERTIFICATIONS

Administration	Commercial	Residential
Certified Building Official	Combination Inspector	Residential Building Inspector
Building Plans Examiner	Commercial Building Inspector	Residential Electrical Inspector
Disaster Assessment (Cal OES)	Commercial Mech. Inspector	Residential Plumbing Inspector
	Commercial Electrical Inspector	Residential Mech. Inspector
	Commercial Plumbing Inspector	Mobile Home Inspector (DOH)
	Fire Inspector I	3 <sup>rd</sup> Party School Inspector
<b>ICC# 8035472</b>	<b>Cal OES ID# 75484</b>	<b>MHIP# 62056</b>

## KEN KIDD'S CERTIFICATIONS

Commercial	Residential
Combination Inspector	Residential Building Inspector
Commercial Building Inspector	Residential Electrical Inspector
Commercial Mech. Inspector	Residential Plumbing Inspector
Commercial Electrical Inspector	Residential Mech. Inspector
Commercial Plumbing Inspector	Mobile Home Inspector (DOH)
FHA Inspector	3 <sup>rd</sup> Party School Inspector

**SCOPE OF SERVICES**

ProCode Inc. will provide the following services.

Service	Provided by ProCode
Review the applications to ensure that all necessary information is included and that it follows the County's Development Standards and Regulations	✓
Review and provide necessary comments regarding any flood plain requirement, Natural Resource Conservation Overlay, and Storm Water areas.	✓
Review all applications to verify access to a county owner right-of-way.	✓
Review plans and application to ensure they meet the minimum requirements of Ordinance 12 the adopted building codes.	✓
Provide summary reports for each permit to the County Project Manager.	✓
Meet with County employees, applicants, owners, contractors and architects as needed.	✓

In Addition to the above services ProCode will turn in all required reports and documents to the County. Plans will be stamped and red-lined and have the corresponding attachments added in Accela or attached directly to the plans. If requested, and if different than above, we will follow the County's procedures that are currently in place for the plan review process.

All residential plan reviews that have been submitted, with complete information, will be reviewed and returned with comments to the County within 3 days. All commercial reviews will be done within 5-10 business days assuming all necessary documents have been received. We can



accept and review plans electronically if requested. With the knowledge of Accela and its capabilities we can review plans and attach them in Accela for even quicker turnaround times.

Below is a performance table showing the average turnaround time for plan review over the last 12 months for the Town of Milliken. The contractors appreciate the attention that we give to detail and time.

Plan Reviews	Residential		Commercial	
	New	Alteration	New	Alteration
Approved	185.0	114.0	9.0	15.0
Average days to complete	1.3	1.3	2.0	2.6

**PROPOSED USE OF COUNTY PERSONNEL**

We see us only using County personnel for the initial start of the contract to help us get our feet set. Then only for questions we or they might have regarding information involving the permit process. During the startup we would like to discuss the ability to do electronic plan review and discuss how Accela can be utilized. Besides the normal interaction that we will need with planning and zoning, public works and the flood plain administer we do not intend to utilize staff.

## FEES

Building Department Fees	ProCode Inc. Fee Schedule
Administration Fees	0%
Commercial Plan Review Fees	60%
Residential Plan Review Fees	60%
Residential Master Plan Review Fees	60%
Electrical Plan Review Fees	60%
On-site Meetings with Clients	No Additional Charge
Jurisdiction Owned Projects Plan Review Fees	No Additional Charge
Testimonial and Investigation Fees	No Additional Charge
Miscellaneous Fees	No Additional Charge

The percentage is based on the plan review fee collected with the building permit.

This is an example of a permit and the associated fees. Adams County will retain 40% of all plan review and 100% of all building fees.

### Fee Example:

Building Permit	Collected Fee	ProCode Inc. Fee
Description: A new single Family dwelling. Two story home with 3 bedrooms. Cost is \$156,000.00		
Residential Electrical Fee	\$200.00	\$0
Building Permit Fee	\$1,312.00	\$0
Residential Plan Review	\$394.00	\$236.00
Construction Meter	\$50.00	\$0
<b>Total Fees</b>	<b>\$1956.00</b>	<b>\$236.00</b>

Original

## **INSURED**

ProCode Inc. is a fully insured company including Errors and Omissions, property, liability, auto and workman's compensation. A certificate of insurance and a copy of our insurance policy will be provided upon acceptance of these services.

---

# **APPENDIX**

## **PROJECT REFERENCES**

Scheels – Scott Brunker, Project Manager, Sampson Construction Co., Inc.

C: (402) 416-8442

High Country Beverage – Matt Mast, Project Manager, Arco National  
Construction

C: (314) 835-3434

Thompson River Parks and Recreation – Al Schlosser, PM Hall  
Irwin

C: (970) 381-5444

Windmill Home's LLC – Joe Shipman, Project Manager

C: (970) 301-1195

Spanos Apartment Complex – Solomon, Project Manager

C: (303) 815-2143

# RESUMES

# Jonathan Gesick

## EDUCATION

---

### **National Joint Electrical Apprenticeship Committee August 1998-May 2002 Emily Griffith IBEW**

Studies focused on electrical theory, including circuit boards, transformers, lighting and controls, automated controls. National Electrical Code studies.

## EXPERIENCE

---

### **ProCode Inc. Building Official/President February 2015-Present**

- Owner and operator of ProCode Inc.
- Act as building official for local jurisdictions.

### **Weld County Building Department Greeley, CO Plans Examiner/Inspector April 2011 – February 2015**

- Work with the Building official on plan reviews, code writing, abatement of dangerous buildings.
- Wrote training manual and trained all new employees.
- Met with county commissioners to adopt building codes and discuss violations.
- Was a combination inspector and inspected all trades on all types of construction.
- Trained in Oil and Gas inspections, permitting and plan reviews.
- Worked with Oil and Gas companies to develop inspection procedures.

### **Laramie County Government July 2007 - April 2011 Cheyenne, WY Inspector**

- Performed residential, commercial and industrial inspection.
- Received, processed and issued permits.
- Trained by the Building Official to become the Senior Inspector and future Building Official.
- Trained in management skills through the ICC Colorado Conference as well as through in-house training.

## Certifications

Certified Building  
Official  
CBO Certification  
Legal/Management  
Module 01

Commercial  
Building Inspector

Combination  
Inspector

Building Plans  
Examiner

Fire Inspector I

Residential  
Building Inspector

Colorado Master  
Electrician License

Wyoming Master  
Electrician License

Commercial  
Electrical Inspector

Residential  
Electrical Inspector

Commercial  
Plumbing Inspector

Residential  
Plumbing Inspector

Residential  
Mechanical  
Inspector

Commercial  
Mechanical  
Inspector

3<sup>rd</sup> Party Public  
Schools Inspector

**Skills**  
Adobe  
MS Office Suite  
Networking  
GIS

**Inspection  
Software**  
Meritage  
Accela

- Dealt with problem cases to resolve issues. Customer service was a high priority. Worked with customers to find solutions to the issues while meeting the intent of the code.
- Acted as Fire Marshal for Laramie County.

Innoprise

**Lights Camera Action, LLC**

**October 2005 - July 2007**

**Eaton, CO**

**Owner**

- Managed multiple employees and sub-contractors.
- Electrical contracting including residential, commercial, and industrial.
- Integration of audio/video systems with touch screen controls and interfaces.
- Design and install low voltage systems including audio/video, theater systems, as well as auditorium sound systems, lighting, and video.
- Administrative duties including estimating, project management, billing, planning and marketing. Building company website. Setting up relationships with manufacture reps and venders.

**Lighting Designs and More, LLC**

**2003-October 2005**

**Loveland, CO**

**Department Manager**

**July**

- Started an electrical contracting company with-in the lighting company.
- Managed up to 6 employees.
- Oversaw the daily activities. Managed business accounts for customer satisfaction and sales.
- Overhauled the audio/video department to implement new technologies.
- Met with managers and owners to organized events.
- Project manager for all installations and services.

**Indigo Power and Control, LLC**

**August 2001- July 2003**

**Evans, CO**

**Owner**

- 
- Sold business to Lighting Designs to start internal electrical contractor business
  - Started company with Larry Gesick to provide electrical contracting services.
  - Duties include estimating, installation and managing daily activities.
- 

**Electrical Apprentice**

**July 1998-August 2002**

- 
- Attended a 5 yr educational program that was condensed into 4 yrs. Graduated with an equivalent of 2 yrs towards an electrical engineering degree.
-

# **Ken Kidd**

## **RESUME**

- 1970-1974 Active duty in United States Coast Guard.
  
- 1975-1981 State of Colorado Master Electrician for electrical contractor in Fort Collins wiring residential, commercial, and industrial projects. Field and Scheduling Foreman last two (2) years.
  
- 1982-1989 Chief Electrician and Mechanical Foreman for five-hundred (500) home subdivision in Fort Collins, CO. Performed all electrical and supervised plumbing and mechanical contractors.
  
- 1989-2000 Senior Building Inspector/Assistant Building Official, City of Loveland. Hired, terminated, and supervised staff of six (6) building inspectors. Implemented contractor licensing and citizen ride-a-long programs. Nominated for employee of the year 1993. Served on National Educational Committee for the International Code Council writing certification exams for eight (8) years.
  
- 2001-Present Independent Contractual Building Department Services providing services for Northern Colorado communities.



# RECOMMENDATIONS

As a company we want to earn your trust and confidence. Attached are recommendation letters from the director of environmental health and special projects for Weld County, a well-known public figure and business owner and one of northern Colorado's custom home builder's. Please feel free to contact these individuals if you have any questions.

J. Trevor Jiricek  
5629 W. 24<sup>th</sup> Street  
Greeley, Colorado 80634  
970-590-3710

October 2, 2014

To Whom It May Concern:

It is my pleasure to write this letter of reference for Jonathan Gesick. I would recommend Jonathan for any role related to building or electrical code inspection/enforcement.

I worked with Jonathan for approximately 2 years in my capacity as the Director of Planning and Building Services for Weld County. Jonathan served as both a Building Plans Examiner and as an Electrical/Building Inspector in the Department.

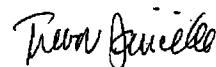
During those 2 years I found Jonathan to be extremely motivated, thoughtful, and talented amongst his peers. He continually took it upon himself to advance his education. Because of his efforts and willingness to obtain multiple certifications Jonathan was a tremendous resource to his peers in the office and the clients he served during his assigned work.

I was most impressed with Jonathan's customer service to our clients. Jonathan made extra phone calls and extra trips to assist clients in resolution of difficult situations. He has a unique ability to apply common sense in his application of the various codes. He had a knack of navigating the code and finding solutions that complied with the code but still worked for the owner – this kept projects moving.

In summary, Jonathan is a talented and motivated individual that served our clients at the highest level. I recommend Jonathan without hesitation.

Please do not hesitate to call me if you have any questions or need any further information. I can be reached at 970-590-3710.

Sincerely,



J. Trevor Jiricek



12656 Waterside Lane, Longmont, CO 80504  
303.466.7637

October 6, 2014

Recommendation Letter for Jonathan Gesick

To Whom it may Concern:

I have worked with Jonathan as my inspector on several complicated residential building projects in Weld County. I highly recommend him as a very knowledgeable and competent building inspector. His knowledge and ability to apply the code in the field is outstanding. As we are building complicated residences I have been able to converse with Jonathan regarding several code applications and interpretations. He has been very helpful in working with me to apply the code and get the projects completed.

I have worked with several building departments and have found that the best municipalities can not only recite the code but understand how and why it is applied. I feel Jonathan is able to do this. His understanding and application has made the buildings I am working on safe, compliant and practical.

I would not only recommend Jonathan as a competent building inspector but with his knowledge, judgment, and demeanor I would recommend him to serve as a Chief building official. A municipality with Jonathan as their chief building official would be well served.

If you have any questions about my recommendations please feel free to contact me on my cell phone at 720.933.5698

David Hoskins

Construction Manager

Copper Homes Limited



20909 County Road 33  
LaSalle, CO 80645  
970-737-2141  
[www.Fritzlermaze.com](http://www.Fritzlermaze.com)

October 7, 2014

To Whom It May Concern:

Jonathon Gesick has asked me for a letter of recommendation, which I am pleased to provide.

I have worked with Jonathon as a building inspector for Weld County Colorado when he has made his inspections for our annual building improvements and projects at the maze. He has great public relations and has always been a pleasure to work with. I would highly recommend him and feel that he would be an asset to any endeavor he pursues.

If you have any questions about Jonathon that you think I can answer, please call me.

Sincerely,

A handwritten signature in cursive script that reads 'Glen Fritzler'.

Glen Fritzler  
President  
Fritzler Farms, Inc.