

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 14 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 AJI Irrigation Company, located at 909 East 68th Avenue, Denver, Colorado 80229, 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 2016.718 and the Contractor's response to the RFP 2016.718 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-nine thousand eight hundred dollars (\$49,800.00).

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

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

6. NONDISCRIMINATION:

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

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

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

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

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

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

9. WARRANTY:

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

this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

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

11. MUTUAL UNDERSTANDINGS:

- 11.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

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

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

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

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

Department: Adams County Parks and Community Resources
Contact: Kurt Carlson
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8013
E-mail: Kcarlson@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: AJI Irrigation Company
Contact: Thomas Dymesich
Address: 909 East 68th Avenue
City, State, Zip: Denver, Colorado 80229
Phone: 303.289.4388
E-mail: tdymesich@ajjirrigation.com

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

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

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

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

12. CHANGE ORDERS OR EXTENSIONS:

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

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

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

13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

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

13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

County Manager

Todd Leopold 11/17/16
Todd Leopold Date

AJI Irrigation Company

[Signature] 14 NOVEMBER 2016
Signature Date

TOM DYMESICH SECRETARY / TREASURER
Printed Name 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:

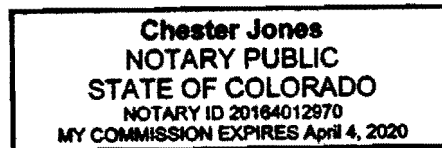
COUNTY OF Adams

STATE OF COLORADO)SS.

Signed and sworn to before me this 14th day of NOVEMBER, 2016,

by TOM DYMESICH

[Signature]
Notary Public



My commission expires on: 4/20/20

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

AJ Irrigation Co. Inc 14 November 2016
Company Name Date


Signature

TOM DYMESICH
Name (Print or Type)

Secretary / TRZAS
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

**ADAMS COUNTY FORMAL INVITATION FOR BID
IFB-SPH-2016.718**

MANN-NYHOLT Lake Augmentation Improvements

All documents and Addendum related to this BID
will be posted on the Rocky Mountain Bid System at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>

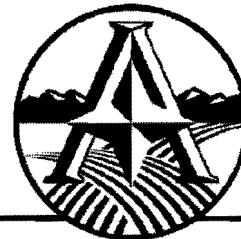
A mandatory pre-bid conference will be held on
Date: October 13, 2016
Time: 1:00 p.m.
Location: 9755 Henderson Road
Brighton, CO 80601

QUESTIONS
Questions will be accepted through October 20, 2016
Questions must be submitted by email to Shartmann@adcogov.org

An Addendum to answer submitted questions
will be issued no later than October 24, 2016

BID OPENING
Date: October 27, 2016
Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **MANN-NYHOLT Lake Augmentation Improvements**.
2. **All documents related to this BID will be posted on the Rocky Mountain Bid System at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>**
 - 2.1. Contractors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through October 20, 2016. All questions are to be submitted to Shawn Hartmann, Purchasing Agent II by email at Shartmann@adcogov.org.
4. An Addendum to answer submitted questions will be issued no later than October 24, 2016
5. There will be a **Mandatory Pre-Bid conference** on October 13, 2016 at 2:00 p.m. at 9755 Henderson Road, Brighton, CO 80601.
6. Bids
 - 6.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, The Front Lobby, Brighton Colorado 80601, up to 2:00 p.m. on October 27, 2016.
 - 6.2. The bid opening time shall be according to our bid clock located in the front lobby.
 - 6.3. Bids will be publicly opened and read aloud at this time.
 - 6.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.
 - 6.5. No bids will be accepted after the time and date established above, except by written addenda.
7. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

8. BID REQUIREMENTS

- 8.1. Three (3) copies: 1 paper original, 1 paper copy and 1 CD or Flash Drive (PDF) of the bid is required. If brochures or other supportive documents are requested, then it is required that 2 sets be submitted with bid and may become a part of the contract.
- 8.2. All bids must be signed.
- 8.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 8.4. Bids may not be withdrawn after date and hour set for closing.
- 8.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 8.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid number and MANN-NYHOLT Lake Augmentation Improvements.
- 8.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 8.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 8.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 8.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 8.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to

- form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 8.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
 - 8.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.
 - 8.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
 - 8.15. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
9. 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. Adams County is an equal opportunity employer.
 11. 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.

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

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

12.1.1. Each Occurrence \$1,000,000

12.1.2. General Aggregate \$2,000,000

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

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

12.2.2. Personal Injury Protection Per Colorado Statutes

12.3. Workers' Compensation Insurance: Per Colorado Statutes

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

12.4.1. Each Occurrence \$1,000,000

12.4.2. 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.

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

12.5.1. 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.

12.5.2. 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.

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

12.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)

days prior written notice by certified mail, return receipt requested; to the County.

- 12.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
 - 12.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 12.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
 - 12.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 12.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
 - 12.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
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 5/13/08, 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 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.
- 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.

END OF GENERAL INSTRUCTIONS

The remainder of this page left blank intentionally.

SPECIFICATIONS

14. Standards

- 14.1. All construction shall be in accordance with the contract documents and the most recent Adams County Standards and Specifications.
- 14.2. Any work encountered during construction that is not covered by the contract documents and these referenced specifications shall be governed by the latest edition of the State Department of Highways, Division of Highways, State of Colorado, "Standard specifications for road and bridge construction".

15. Utilities

- 15.1. The type, size, location, and number of all known underground utilities are approximate as show on the drawings. It shall be the responsibility of the contractor to verify the existence and location of all underground utilities along the route of work and to coordinate construction schedules with these utility owners. The contractor shall call 8-1-1 or 1-800-922-1987 for utility locations at least two (2) working days (not including day of contact) prior to digging. The contractor shall note that all utilities may not appear on these plans and that the potential conflict with utilities shall be considered in the preparation of the cost estimates and bids. The contractor shall be responsible for protecting utilities during construction and shall hold the County and the Engineer harmless for damages arising from failure to adequately protect utilities. Also, it shall be the responsibility of the contractor to schedule utility adjustments to eliminate conflict with progress of the work.
- 15.2. The Contractor shall be responsible for the repair of any damage to utilities that have been properly located by the owner of the designated utility locating service or to utilities for which the contract has not obtained the proper field location marking.
- 15.3. The Contractor shall notify the owner and any other approval authorities at least 48-Hours prior to beginning excavation near existing utilities.
- 15.4. When it is necessary to temporarily deny access to owners or tenants of their property, or when any utility service connection must be interrupted, the Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs.
- 15.5. Except in those cases mentioned above, the Contractor shall maintain continuous utility service to all property owners, tenants, and customers during the length of the project.

16. Property Protection

- 16.1. The Contractor shall be responsible for the protection of adjacent property including but not limited to, existing walls, fencing, vegetation, utilities,

structures, and public improvements including streets, curbs and gutters, and walks. Any damage shall be repaired or replaced to the satisfaction of the Project Manager at the Contractor's expense.

17. Supervision at the work site

17.1. The Contractor shall assign an employee to be responsible for all aspects of the project during and after normal working hours and over the weekends as emergency standby. Telephone numbers, including pager and mobile phone, for this individual shall be submitted to the owner during the pre-construction meeting.

18. Safety

18.1. In accordance with the generally accepted construction practices and the requirements of State and Federal Safety Regulations, the Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons, children, and property during performance of work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Owner or the Engineer or their representative is to conduct construction observation of the Contractor's and Subcontractor's safety measures, in, on, and/or around the construction site.

18.2. The Contractor shall at all times, whether or not so specifically directed, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect and maintain, at his own expense, all necessary barricades, temporary fencing, suitable and sufficient amber flashing lights, construction signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and the safety of the public through or around the construction.

19. Clean Up

19.1. Contractor shall keep the work site free at all times from accumulations of waste materials and rubbish. Contractor shall provide adequate trash receptacles about the site and shall promptly empty the containers when filled.

19.2. Construction materials such as concrete forms and scaffolding shall be neatly stacked by Contractor when not in use. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.

19.3. Volatile wastes shall be properly stored in appropriate recommended covered metal containers and removed daily.

19.4. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and antipollution laws.

- 19.5. All strippings, excavated materials, and items designated for removal become the property of the Contractor, and shall be disposed of legally offsite of the project area.
- 19.6. Adequate cleanup will be a condition for recommendation of progress payment applications.
- 19.7. Excess timber from tree removal shall be recycled or composted at no additional cost to the project. It is the responsibility of the Contractor to obtain a suitable site for such materials.

20. Licenses, Permits, and Approvals

- 20.1. General: All permits, licenses, and approvals required for execution of the work shall be obtained by the Contractor. Contractor shall provide Project Manager with a copy of all permits, licenses, and approvals.
- 20.2. Construction Dewatering Permit: A construction dewatering permit is not anticipated for this project.
- 20.3. Construction Stormwater Permit: A Stormwater Permit from the Colorado Department of Public Health and Environment is not required for this project due to the area of disturbance being less than one acre. Contractor will however be responsible for erosion and sediment control BMP's.
- 20.4. Floodplain Permit: A Floodplain Use Permit is not anticipated for this project.
- 20.5. Wetlands Permit: A Wetlands Permit is not anticipated for this project.

21. Construction Survey and Staking

- 21.1. The horizontal and vertical control points shown on the drawings shall be used as datum for the work.
- 21.2. All additional survey, layout, and measurement work shall be performed by the Contractor as part of the work. All survey work shall be completed under the supervision of a Surveyor Licensed (PLS) in the State of Colorado. Contractor shall provide an Experienced Instrument person, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout and measurement work. In addition, Contractor shall furnish, without charge, competent person from his force, and such tools, stakes, and other materials as engineer may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

22. General Vegetation Protection Requirements

- 22.1. The Contractor shall save all existing landscaping in this area, except for that which must be removed to accommodate construction of the project.

- 22.2. The Contractor shall perform the work in such a manner that the least environmental damage will result.
- 23. Erosion Control and Stormwater Quality**
- 23.1. Temporary sediment and erosion control measures are to be maintained throughout construction to eliminate or minimize the transport of sediment or other pollutants to the ponds or adjacent properties.
- 24. Earthwork**
- 24.1. Contractor shall be responsible for excavation and compaction in accordance with safe engineering practice. Compaction requirements shall be 90% of standard proctor within 3% of optimum moisture.
- 25. Staging Area**
- 25.1. Contractor shall coordinate with Adams County authorized staff on staging area location.
- 25.2. Staging areas shall be restored to pre-project conditions or better upon completion of the project work.
- 26. Re-vegetation**
- 26.1. All disturbed areas, not scheduled for other surface treatments, shall be reseeded with native seed mix. Fertilizer and soil conditioners are not required.
27. Cellular Communications from Pump to County shall be completed and operational prior to final payment being distributed.
28. Should there be a conflict between the County and the Contractor, the County's authorized representative's reasonable opinion shall prevail.
29. Remainder of project specifications, maps, and requirements shall be found on Attachment 1 – MANN-NYHOLT Lake Bid Drawings.

END OF SPECIFICATIONS

The remainder of this page left blank intentionally.

Submittal Checklist Submittal Checklist

- Bid Response
- Vendor Information Form
- W-9
- Contractor's Certification of Compliance
- Contractor's Statement
- References
- 2 number of paper copies
- One CD or Flash 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



Title123

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

Written Amount _____ \$ _____ Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____

If None, Please write NONE.

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

SAMPLE OF ADAMS COUNTY CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this _____ day of _____, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Winner123, located at Address123, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

Invitation for Bid:

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

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

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days

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

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

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

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

5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of (\$).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

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

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

7. WARRANTY

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

8. SUBCONTRACTING

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

9. CHANGE ORDERS OR EXTENSIONS

- 9.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.
- 9.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. INSPECTIONS, REVIEWS AND AUDITS

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

11. CLEAN-UP

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

12. PROJECT ADMINISTRATION

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

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

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

12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. NONDISCRIMINATION

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

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

14. INDEPENDENT CONTRACTOR

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

15. **INDEMNIFICATION**

15.1. The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

16. **INSURANCE**

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

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

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

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

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

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

- 16.2.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 16.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 16.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 16.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

17. TERMINATION

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

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

18. **BONDING:**

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

19. **MUTUAL UNDERSTANDINGS**

19.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

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

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

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

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

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

19.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

19.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,

19.7.2. Immediately upon hand delivery; or,

19.7.3. Immediately upon receipt of confirmation that an E-mail was received.

19.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

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

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

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

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

The remainder of this page is left blank intentionally.

SAMPLE

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

Board of County Commissioners

Chairperson

Date

Winner123

Signature

Date

Printed Name

Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2016,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

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

Addendum #1
IFB-SPH-2016.718

MANN-NYHOLT Lake Augmentation Improvements

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

Proposal Opening Date: October 27, 2016
Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601



MANN-NYHOLT Lake Augmentation Improvements – IFB-SPH-2016.718

Q: When is the completion date?

A: End of the year, 2016.

Q: Are there permit fees?

A: Yes, the vender will have to cover costs of permit fees.

Q: Bid Bond Required?

A: It is our policy that bids in the amount of \$50,000.00 and up requires a bid bond.

Q: Staff gauge accuracy and level?

A: Engineer will provide contractor with local survey benchmark, in the immediate vicinity of the work area, which the contractor will use to set the staff gage elevation and calibrate the data recorder

Q: Solar Panel

A: The solar panel is for the pump screen, this may be addressed at a later date after award. Roof vs. Pole mounting will also be addressed.

Q: Assembly

A: State shall provide the assembly minus functional items, to be supplied by contractor.

Q: Communication in regards to Data Logger

A: Contractor shall pay the first year of service, contractor to choose service provider. It is noted however that some cellular service providers have trouble in that area and Verizon was mentioned as having adequate coverage.

Q: Antenna for Data Logger

A: May be external or internal provided good service.

Q: Will contractor be provided with a key.

A: A key can be provided to aide in serviceability of the location.

Q: Is the battery and solar panel provided with the pump package?

A: Yes.

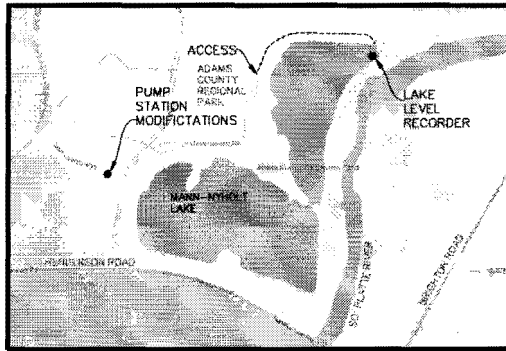
CONSTRUCTION DRAWINGS
FOR
MANN-NYHOLT LAKE AUGMENTAION IMPROVEMENTS
ADAMS COUNTY REGIONAL PARK

ADAMS COUNTY, CO

AUGUST 2016, PRELIMINARY SUBMITTAL



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

SHEET NO.	INDEX OF SHEETS
01	COVER SHEET
02	SITE PLAN
03	DETAIL SHEET
P1	PUMP STATION MODIFICATIONS
P1	REVISED PUMPING SYSTEM

OWNER
Adams County
Department of Parks
and Open Space

9755 HENDERSON ROAD
BRIGHTON, CO 80601
CONTACT: Kurt Carlson

CIVIL ENGINEER
Drexel, Barrell & Co.
1900 38TH STREET
BOULDER, CO 80301
(303) 442-4336
CONTACT: STEVE LESLIE, P.E.

MECHANICAL
HydroSystems-KDI, Inc
860 TABOR STREET, SUITE 200
LAKEWOOD, CO 80401
(303) 908-5327
CONTACT: TOM BEALL

GENERAL NOTES

- STANDARDS:**
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE MOST RECENT ADAMS COUNTY STANDARDS AND SPECIFICATIONS.
 - ANY WORK ENCOUNTERED DURING CONSTRUCTION THAT IS NOT COVERED BY THE CONTRACT DOCUMENTS AND THESE REFERENCED SPECIFICATIONS SHALL BE GOVERNED BY THE LATEST EDITION OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
- UTILITIES:**
 - THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE AS SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF WORK AND TO COORDINATE CONSTRUCTION SCHEDULES WITH THESE UTILITY OWNERS. THE CONTRACTOR SHALL CALL 8-1-1 OR 1-800-922-1987 FOR UTILITY LOCATIONS AT LEAST 2 WORKING DAYS (NOT INCLUDING DAY OF CONTACT) PRIOR TO DIGGING. THE CONTRACTOR SHALL NOTE THAT ALL UTILITIES MAY NOT APPEAR ON THESE PLANS AND THAT THE POTENTIAL CONFLICT WITH UTILITIES SHALL BE CONSIDERED IN THE PREPARATION OF COST ESTIMATES AND BIDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES DURING CONSTRUCTION AND SHALL HOLD THE COUNTY AND THE ENGINEER HARMLESS FOR DAMAGES ARISING FROM FAILURE TO ADEQUATELY PROTECT UTILITIES. ALSO, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE UTILITY ADJUSTMENTS TO ELIMINATE CONFLICT WITH PROGRESS OF THE WORK.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES THAT HAVE BEEN PROPERLY LOCATED BY THE OWNER OR THE DESIGNATED UTILITY LOCATING SERVICE OR TO UTILITIES FOR WHICH THE CONTRACTOR HAS NOT OBTAINED THE PROPER FIELD LOCATION MARKING.
 - THE CONTRACTOR SHALL NOTIFY THE OWNER AND ANY OTHER APPROVAL AUTHORITIES AT LEAST 48-HOURS PRIOR TO BEGINNING EXCAVATION NEAR EXISTING UTILITIES.
 - WHEN IT IS NECESSARY TO TEMPORARILY DENY ACCESS TO OWNERS OR TENANTS TO THEIR PROPERTY, OR WHEN ANY UTILITY SERVICE CONNECTION MUST BE INTERRUPTED, THE CONTRACTOR SHALL GIVE NOTICE SUFFICIENTLY IN ADVANCE TO ENABLE THE AFFECTED PERSONS TO PROVIDE FOR THEIR NEEDS.
 - EXCEPT IN THOSE CASES MENTIONED ABOVE, THE CONTRACTOR SHALL MAINTAIN CONTINUOUS UTILITY SERVICE TO ALL PROPERTY OWNERS, TENANTS, AND CUSTOMERS DURING THE LENGTH OF THE PROJECT.
- PROPERTY PROTECTION:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ADJACENT PROPERTY INCLUDING BUT NOT LIMITED TO, EXISTING WALLS, FENCING, VEGETATION, UTILITIES, STRUCTURES, AND PUBLIC IMPROVEMENTS INCLUDING STREETS, CURBS AND GUTTER, AND WALKS. ANY DAMAGE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROJECT MANAGER AT THE CONTRACTOR'S EXPENSE.
- SUPERVISION AT THE WORK SITE:** THE CONTRACTOR SHALL ASSIGN AN EMPLOYEE TO BE RESPONSIBLE FOR ALL ASPECTS OF THIS PROJECT DURING AND AFTER NORMAL WORKING HOURS AND OVER THE WEEKENDS AS EMERGENCY STANDBY. TELEPHONE NUMBERS, INCLUDING PAGER AND MOBILE PHONE, FOR THIS INDIVIDUAL SHALL BE SUBMITTED TO THE OWNER DURING THE PRE-CONSTRUCTION MEETING.

- SAFETY:**
 - IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND THE REQUIREMENTS OF STATE AND FEDERAL SAFETY REGULATIONS, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS, CHILDREN, AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE OWNER OR THE ENGINEER OR THEIR REPRESENTATIVE IS TO CONDUCT CONSTRUCTION OBSERVATION OF THE CONTRACTOR'S PERFORMANCE AND IS NOT INTENDED TO INCLUDE REVIEW OF ADEQUACY OF THE CONTRACTOR'S AND SUBCONTRACTOR'S SAFETY MEASURES, IN, ON, OR NEAR THE CONSTRUCTION SITE.
 - THE CONTRACTOR SHALL, AT ALL TIMES, WHETHER OR NOT SO SPECIFICALLY DIRECTED, TAKE NECESSARY PRECAUTIONS TO INSURE THE PROTECTION OF THE PUBLIC. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN AT HIS OWN EXPENSE, ALL NECESSARY BARRICADES, TEMPORARY FENCING, SUITABLE AND SUFFICIENT AMBER FLASHING LIGHTS, CONSTRUCTION SIGNS, PROVIDE A SUFFICIENT NUMBER OF WATCHMEN AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC THROUGHOUT OR AROUND HIS CONSTRUCTION.
- CLEAN UP:**
 - CONTRACTOR SHALL KEEP THE WORK SITE FREE AT ALL TIMES FROM ACCUMULATIONS OF WASTE MATERIALS AND RUBBISH. CONTRACTOR SHALL PROVIDE ADEQUATE TRASH RECEPTACLES ABOUT THE SITE AND SHALL PROMPTLY EMPTY THE CONTAINERS WHEN FILLED.
 - CONSTRUCTION MATERIALS SUCH AS CONCRETE FORMS AND SCAFFOLDING SHALL BE NEATLY STACKED BY CONTRACTOR WHEN NOT IN USE. CONTRACTOR SHALL PROMPTLY REMOVE SPLATTERED CONCRETE, ASPHALT, OIL, PAINT, CORROSIVE LIQUIDS, AND CLEANING SOLUTIONS FROM SURFACES TO PREVENT MARRING OR OTHER DAMAGE.
 - VOLATILE WASTES SHALL BE PROPERLY STORED IN COVERED METAL CONTAINERS AND REMOVED DAILY.
 - WASTES SHALL NOT BE BURIED OR BURIED ON THE SITE OR DISPOSED OF INTO STORM DRAINS, SANITARY SEWERS, STREAMS, OR WATERWAYS. ALL WASTES SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A MANNER COMPLYING WITH LOCAL ORDINANCES AND ANTI-POLLUTION LAWS.
 - ALL STRIPPINGS, EXCAVATED MATERIALS, AND ITEMS DESIGNATED FOR REMOVAL, BECOME THE PROPERTY OF THE CONTRACTOR, AND SHALL BE DISPOSED OF LEGALLY OFFSITE OF THE PROJECT AREA.
 - ADEQUATE CLEANUP WILL BE A CONDITION FOR RECOMMENDATION OF PROGRESS PAYMENT APPLICATIONS.
 - EXCESS TIMBER FROM TREE REMOVAL SHALL BE RECYCLED OR COMPOSTED AT NO ADDITIONAL COST TO THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A SUITABLE SITE FOR SUCH MATERIALS.
- LICENSES, PERMITS AND APPROVALS:**
 - GENERAL: ALL PERMITS, LICENSES AND APPROVALS REQUIRED FOR PROSECUTION OF THE WORK SHALL BE OBTAINED BY THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE PROJECT MANAGER WITH A COPY OF ALL PERMITS, LICENSES AND APPROVALS.
 - CONSTRUCTION DEWATERING PERMIT: A CONSTRUCTION DEWATERING PERMIT IS NOT ANTICIPATED FOR THIS PROJECT.
 - CONSTRUCTION STORMWATER PERMIT: A STORMWATER PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IS NOT REQUIRED FOR THIS PROJECT DUE TO THE AREA OF DISTURBANCE BEING LESS THAN ONE ACRE. CONTRACTOR WILL HOWEVER BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL BMP'S.
 - FLOODPLAIN PERMIT: A FLOODPLAIN USE PERMIT IS NOT ANTICIPATED FOR THIS PROJECT.

- WETLAND PERMITS:** A WETLAND PERMIT IS NOT ANTICIPATED FOR THIS PROJECT.
- CONSTRUCTION SURVEY AND STAKING:**
 - THE HORIZONTAL AND VERTICAL CONTROL POINTS SHOWN ON THE DRAWINGS SHALL BE USED AS DATUM FOR THE WORK.
 - ALL ADDITIONAL SURVEY, LAYOUT, AND MEASUREMENT WORK SHALL BE PERFORMED BY THE CONTRACTOR AS A PART OF THE WORK. ALL SURVEY WORK SHALL BE COMPLETED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR (P.L.S.) IN THE STATE OF COLORADO. CONTRACTOR SHALL PROVIDE AN EXPERIENCED INSTRUMENT PERSON, COMPETENT ASSISTANTS, AND SUCH INSTRUMENTS, TOOLS, STAKES, AND OTHER MATERIALS REQUIRED TO COMPLETE THE SURVEY, LAYOUT AND MEASUREMENT WORK. IN ADDITION, CONTRACTOR SHALL FURNISH, WITHOUT CHARGE, COMPETENT PERSONS FROM HIS FORCE, AND SUCH TOOLS, STAKES, AND OTHER MATERIALS AS ENGINEER MAY REQUIRE IN ESTABLISHING OR DESIGNATING CONTROL POINTS, OR IN CHECKING SURVEY, LAYOUT, AND MEASUREMENT WORK PERFORMED BY CONTRACTOR.
- GENERAL VEGETATION PROTECTION REQUIREMENTS:**
 - THE CONTRACTOR SHALL SAVE ALL EXISTING LANDSCAPING IN THIS AREA EXCEPT FOR THAT WHICH MUST BE REMOVED TO ACCOMMODATE CONSTRUCTION OF THE PROJECT.
 - THE CONTRACTOR SHALL PERFORM THE WORK IN SUCH A MANNER THAT THE LEAST ENVIRONMENTAL DAMAGE WILL RESULT.
- EROSION CONTROL AND STORMWATER QUALITY:**
 - TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE MAINTAINED THROUGHOUT CONSTRUCTION TO ELIMINATE OR MINIMIZE THE TRANSPORT OF SEDIMENT OR OTHER POLLUTANTS TO THE PONDS OR ADJACENT PROPERTIES.
- EASING/DOCK:**
 - CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION AND COMPACTION IN ACCORDANCE WITH SAFE ENGINEERING PRACTICE. COMPACTION REQUIREMENTS SHALL BE 90% OF STANDARD PROCTOR WITHIN 3% OF OPTIMUM MOISTURE.
- STAGING AREA:**
 - CONTRACTOR SHALL COORDINATE WITH ADAMS COUNTY STAFF ON STAGING AREA LOCATION.
 - STAGING AREAS SHALL BE RESTORED TO PRE-PROJECT CONDITIONS OR BETTER UPON COMPLETION OF THE PROJECT WORK.
- REVEGETATION:**
 - ALL DISTURBED AREAS, NOT SCHEDULED FOR OTHER SURFACE TREATMENTS, SHALL BE RESEEDED WITH A NATIVE SEED MIX, FERTILIZER AND SOIL CONDITIONERS ARE NOT REQUIRED.

PREPARED BY:
DBC
Drexel, Barrell & Co.
Engineers & Surveyors
1900 38TH STREET
BOULDER, COLORADO 80301
(303) 442-4336
BOULDER - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:
ADAMS COUNTY
DEPARTMENT OF PARKS
AND OPEN SPACE
9755 HENDERSON RD
BRIGHTON, CO 80601

CONSTRUCTION DRAWINGS FOR:
**MANN-NYHOLT LAKE AUGMENTATION
IMPROVEMENTS
ADAMS COUNTY REGIONAL PARK
ADAMS COUNTY, COLORADO**

ISSUE	DATE
BD	08/20/16
BD REV 1	09/27/16
BD REV 2	10/07/16
DESIGNED BY:	CRK
DRAWN BY:	CRK
CHECKED BY:	SDL
FILE NAME:	20148-00_CVD1

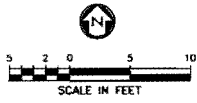
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HORIZONTAL: N.A.
VERTICAL: N.A.

COVER SHEET

PROJECT: 20148-00BLWR
DRAWING NO.

1

SHEET: 1 OF 4



STAFF GAGE
(SEE DETAIL)

EXISTING
TIMBER
WALL

MANN-NYHOLT LAKE SURFACE
WSEL 5000.9' ± @ TIME OF SURVEY

PRESSURE SENSOR
(SEE DETAIL)

EXISTING
RIPRAP

EXISTING
INLET
STRUCTURE
LAKE LEVEL
REORDER
ENCLOSURE
(SEE DETAIL)

EXISTING
24"
RCP
(APPROX
LOCATION)

CONCRETE
TRAIL

PREPARED BY:

DBC
Drexel, Barzell & Co.
ENGINEERS-SURVEYORS
800 W 17th STREET
BOULDER, COLORADO 80501
(303) 440-4110
BOLLER - DREILEY
COLORADO ENGINEERS

OWNER/CLIENT:

ADAMS COUNTY
DEPARTMENT OF PARKS
AND OPEN SPACE
8725 HENDERSON RD
BRIGHTON, CO 80601

CONSTRUCTION DRAWINGS FOR:
MANN-NYHOLT LAKE AUGMENTATION
IMPROVEMENTS
ADAMS COUNTY REGIONAL PARK
ADAMS COUNTY, COLORADO

ISSUE	DATE
BD	09/20/10
DESIGNED BY:	CMK
DRAWN BY:	CMK
CHECKED BY:	SJA
FILE NAME:	20948-00SP

DRAWING SCALE:
HORIZONTAL: N.A.
VERTICAL: N.A.

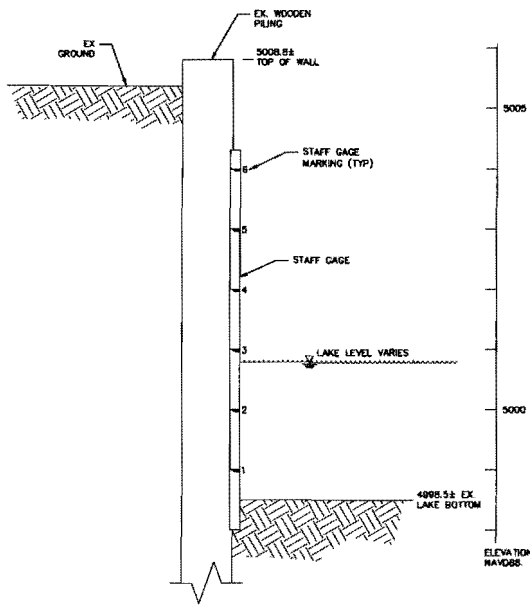
SITE
PLAN

PROJECT: 20948-00BLWR
DRAWING NO.

2

SHEET: 2 OF 4

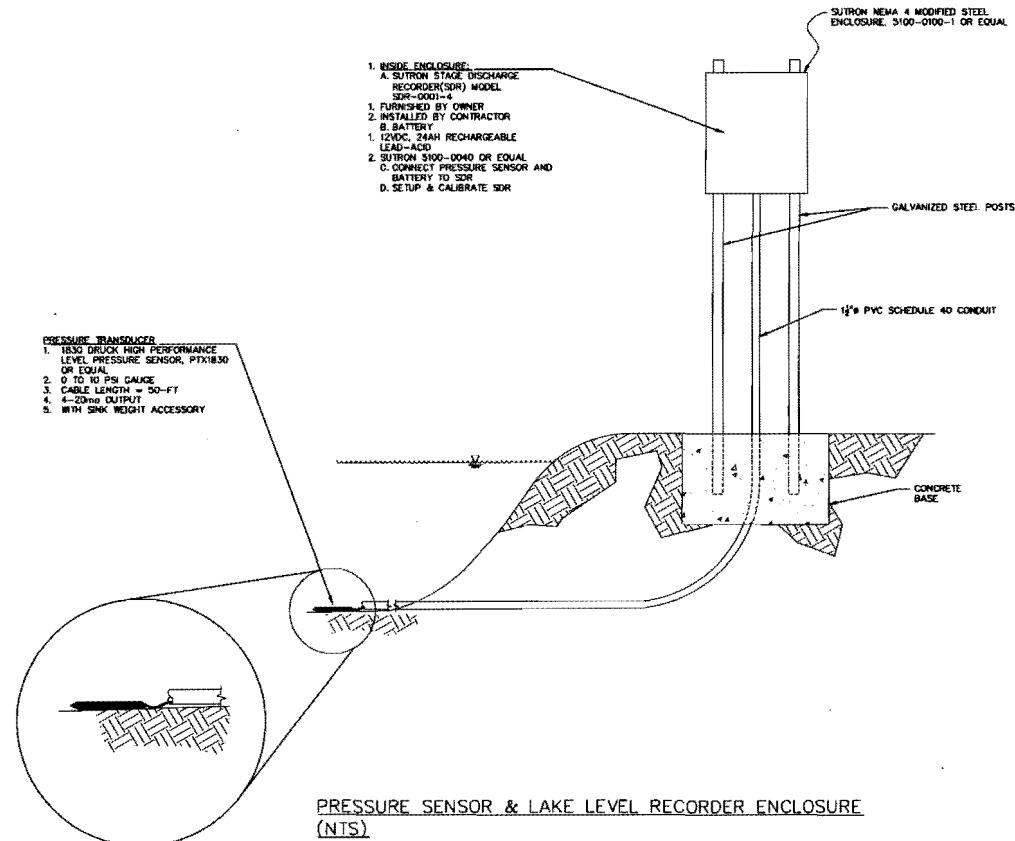
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- NOTES:**
1. INSTALL STAFF GAGE ON EXISTING TIMBER PILING. COORDINATE LOCATION WITH OWNER/ENGINEER AT TIME OF INSTALLATION.
 2. STAFF GAGE SHALL BE STEVENS WATER MONITORING INC. STYLE "C" OR APPROVED EQUAL WITH STANDARD MARKINGS FROM 0 TO 5.66'-FT.
 3. ADJUST VERTICAL MOUNTING OF STAFF GAGE SUCH THAT STAFF GAGE MARKING 2.0 EQUALS WATER SURFACE ELEVATION 5000.0'.

**STAFF GAGE DETAIL
(NTS)**

- PRESSURE TRANSDUCER**
1. 1830 DRUCK HIGH PERFORMANCE LEVEL PRESSURE SENSOR, PTK1830 OR EQUAL
 2. 0 TO 80 PSI GAUGE
 3. CABLE LENGTH = 50'-FT
 4. 4-20mA OUTPUT
 5. WITH SINK HEIGHT ACCESSORY



- 1. INSIDE ENCLOSURE:**
- A. SUTRON STAGE DISCHARGE RECORDER(SDR) MODEL SDR-0001-4
 - B. BATTERY
 - C. 24AH RECHARGEABLE LEAD-ACID
1. SUTRON 5100-0040 OR EQUAL
 2. SETUP & CALIBRATE SDR

**PRESSURE SENSOR & LAKE LEVEL RECORDER ENCLOSURE
(NTS)**

PREPARED BY:



Drexel, Bartel & Co.
ENGINEERS & SURVEYORS
180 1/2 STREET
HOLLAND, COLORADO 80501
(303) 442-8100
HOLLAND - GREELEY
COLORADO SPRINGS

OWNER/CLIENT:

ADAMS COUNTY
DEPARTMENT OF PARKS
AND OPEN SPACE
9735 HENDERSON RD
BRIGHTON, CO 80501

CONSTRUCTION DRAWINGS FOR:
MANNYHOLT LAKE AUGMENTATION
IMPROVEMENTS
ADAMS COUNTY REGIONAL PARK
ADAMS COUNTY, COLORADO

ISSUE	DATE
SD	08/20/16
DESIGNED BY:	CMK
DRAWN BY:	CMK
CHECKED BY:	SOL
FILE NAME:	20948-00_D101

DRAWING SCALE:
HORIZONTAL: N.A.
VERTICAL: N.A.

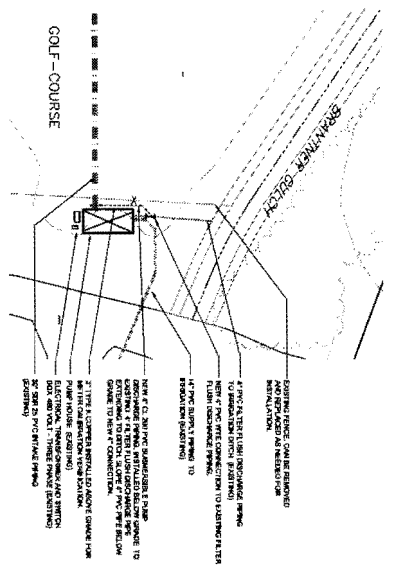
DETAIL SHEET

PROJECT: 20948-00BLWR
DRAWING NO.

3

SHEET: 3 OF 4

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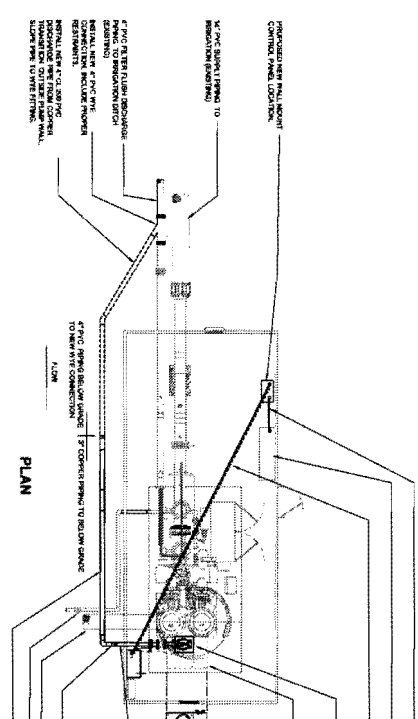
PUMP STATION - PLAN VIEW

P1

- NOTES**
- CONNECTIONS TO BE RESPONSIBLE FOR DESIGN, MATERIALS, INSTALLATION, AND TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
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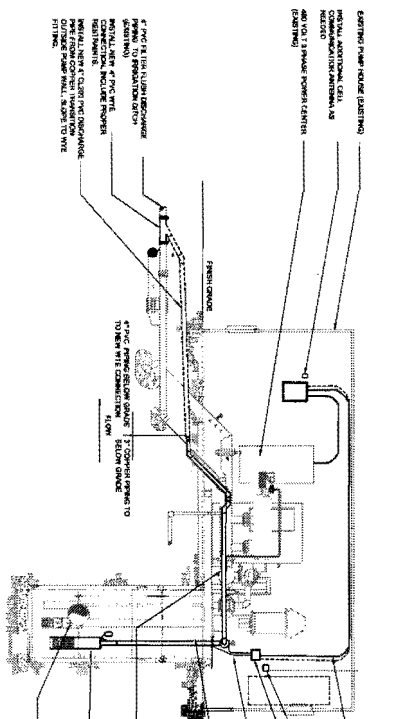
Pumping System Notes Pump

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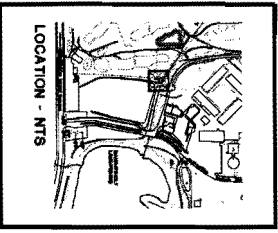
PLAN

P2

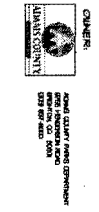


SECTION

EXISTING PUMP STATION
SCALE 1/4" = 1'-0"



FOR REW ONLY - NOT FOR CONSTRUCTION



REVISION:	DATE	DESCRIPTION	BY

ISSUE DATE: 08/15/18
DRAWN BY: TGB
CHECKED BY: TGB
SHEET DESCRIPTION: REVISION PUMPING SYSTEM
P1

ADAMS COUNTY REGIONAL PARK AUGMENTATION PUMP
Adams County, Colorado



HydroSystems-KDI, Inc.
860 Tabor Street, Suite 200
Lakewood, Colorado 80401
303-980-5327
303-980-5384 (fax)

Irrigation Consulting

MANN - NYHOLT Lake Augmentation Improvements

IFB - SPH-2016.718



Title123

CONTRACTOR'S STATEMENT

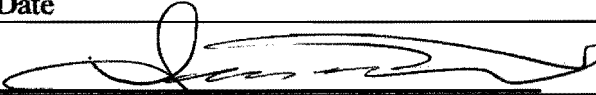
I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

Forty-nine thousand eight hundred dollars
Written Amount

\$ 49,800.00
Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 (one) Addenda # _____
If None, Please write NONE.

	<u>October 27, 2016</u>
Company Name	Date
<u>AJI Irrigation Company</u>	
Address	Signature
<u>909 E 68th Ave</u>	<u>Thomas Dymesich</u>
City, State, Zip Code	Printed Name
<u>Denver, CO 80229</u>	<u>Secretary/Treasurer</u>
County	Title
<u>Adams</u>	<u>303-289-4363</u>
Telephone	Fax
<u>303-289-4388</u>	
Email Address	<u>tdymesich@ajiirrigation.com</u>