

**ADAMS COUNTY
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT ("Agreement") #2020-017 is made as of this 10 day of JUNE, 2020, 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, Symmetry Builders, Inc., located at 5069 Silver Peak Avenue, Suite 1, Dacono, Colorado 80514, 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:

**IFB-AF-2020-017
MODULES "A-E" CELL WINDOW REPLACEMENT
AT THE DETENTION FACILITY**

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, 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/IFB 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. Term of Agreement: The work to be performed under this agreement shall be completed by October 31, 2020.

4.2. The County may extend this agreement at its sole discretion for one (1) year for project work specified herein: project review, design, materials, and installation.

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 \$255,127.00 for Base Bid and \$28,590.00 for Add Alternate pricing for a total of \$283,717.00.

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 the proper form.

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

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

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

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

6. LIQUIDATED DAMAGES

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

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

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

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000	—	7,000

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 of aforementioned date.

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. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

8. WARRANTY

8.1. 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.

9. SUBCONTRACTING

9.1. 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.

10. CHANGE ORDERS OR EXTENSIONS

10.1. 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 Solicitation, 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.

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

11. INSPECTIONS, REVIEWS AND AUDITS

11.1. 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:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. 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.

12. CLEAN-UP

12.1. 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.

13. PROJECT ADMINISTRATION

13.1. The Project Manager for this Agreement shall be Mike VanGorder, who can be reached by phone at 303-655-3335. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

13.2. 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.

13.3. 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.

13.4. 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.

14. NONDISCRIMINATION

14.1. 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.

14.1.1. 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.

15. INDEPENDENT CONTRACTOR

15.1. 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.**

16. INDEMNIFICATION

16.1. 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.

17. INSURANCE

17.1. 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.

17.1.1. 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

17.1.2. 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

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. 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.

17.2. 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:

17.2.1. 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.

17.2.2. 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.

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

17.3. 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.

17.4. 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.

18. TERMINATION

18.1. 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.

- 18.2. 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.
- 18.3. 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.
- 18.4. 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.

19. BONDING:

- 19.1. 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.

20. MUTUAL UNDERSTANDINGS

- 20.1. 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.
- 20.2. 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, Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F, 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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 20.3. 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.

- 20.4. **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.
- 20.5. **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.
- 20.6. **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.
- 20.7. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective:
- 20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 20.7.2. Immediately upon hand delivery; or,
 - 20.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Facilities (for Detention Facility)
Contact: Mike VanGorder
Address: 150 North 19th Avenue
City, State, Zip: Brighton, Colorado 80601
Phone: 303-655-3335
E-mail: mvangorder@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@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: Symmetry Builders, Inc.
Contact: Brad Chope
Address: 5069 Silver Peak Avenue, Suite 1
City, State, Zip: Dacono, Colorado 80514
Phone: 303-444-1044
E-mail: bchope@symmetrybuilders.net

- 20.8. 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.
- 20.9. 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.
- 20.10. 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.
- 20.11. 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

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

**ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS**

[Signature]
Chair

18 June 2020
Date

SYMMETRY BUILDERS, INC.

[Signature]
Signature

6.8.2020
Date

Brad Chpoe
Printed Name

Chief Estimator
Title

ATTEST:
Josh Zygielbaum, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

Doug Edelstein email approval 6/4/2020
Adams County Attorney's Office

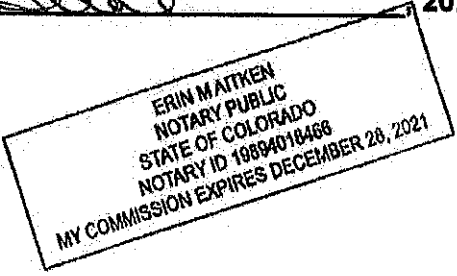
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Woods) STATE OF Colorado) SS.

Signed and sworn to before me this 08 day of June 2020,

by Brad Chpoe

[Signature]
Notary Public



My commission expires on: 12/28/2021

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.

Pursuant to Code of Federal Regulations 2 C.F.R. Part 200 Subpart C 200.213, the undersigned Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

CONTRACTOR:

Symmetry Builders


Company Name

6.8.2020

Date

Brad Chope

Name (Print or Type)

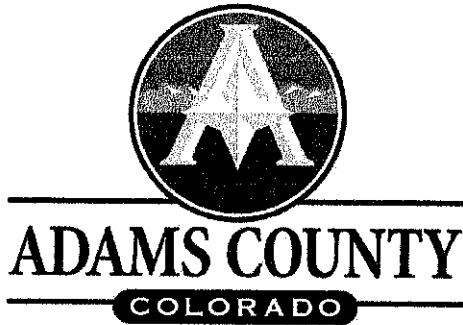


Signature

Chief Estimator

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 Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID (IFB) COVER SHEET

IFB Issue Date: **MAY 4, 2020**

IFB Number: **IFB-AF-2020-017**

IFB Title: **MODULES "A-E" CELL WINDOW REPLACEMENT AT THE DETENTION FACILITY**

Mandatory Pre-Bid Meeting: **MAY 6, 2020 at 10:00 am MT**
Bring your own PPE for the meeting
The County will not supply PPE
Adams County Detention Facility-Main Entrance
150 North 19th Avenue
Brighton, CO 80601

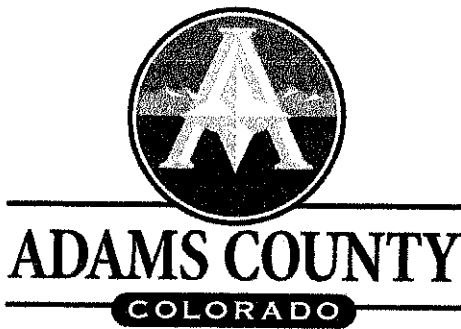
IFB Questions Due: **MAY 8, 2020 by 12:00pm MT**

Bid Due Date: **MAY 18, 2020, 2:00pm MT**
SUBMIT BID ELECTRONICALLY IN BIDNET
Adams County Government Center
4430 South Adams County Parkway,
Brighton, CO 80601

For additional information
please contact: Anna Forristall, Contract Specialist IV
720-523-6297
aforristall@adcogov.org

Documents included in this package:

- Bid Instructions
- General Terms and Conditions
- Specifications/Scope of Work
- Pricing Form
- Submission Check List
- Contractor's Certificate of Compliance
- Contractor's Statement
- References Form
- Appendix A – Sample Agreement
- Appendix B – Window Specifications
- Appendix C – Sheriff's Background Check



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **MODULES "A-E" CELL WINDOW REPLACEMENT AT THE DETENTION FACILITY** as specified herein from a source of supply that will provide prompt and efficient service to the County.
2. **SUBMISSION OF BIDS:** The bid must be received in an electronic format in BidNet before the due date and time as specified in the Cover Sheet of this solicitation. Hard copies will not be accepted.
3. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 3.1. Interested parties must register with this service (free) to view and download these documents.
4. **BONDING/SURETY REQUIREMENTS:**
 - 4.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.
 - 4.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution, or as otherwise defined in the Specifications/Scope of Work.
 - 4.3. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State of Colorado.
 - 4.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.
 - 4.5. Liquidated Damages will apply.
 - 4.6. Bonds may be submitted on the Standard AIA form.
5. **TERM OF AGREEMENT:** This is a one (1) year agreement for project work specified herein with the option of three (3) annual project specific renewals at the County's sole

discretion which may include the following, but is not limited to: project review, design, materials, and installation.

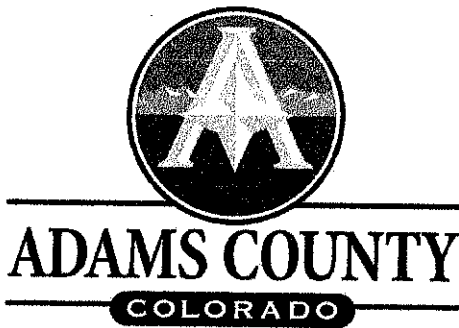
6. PRE-BID CONFERENCE AND WALK-THROUGH IS MANDATORY:

A mandatory pre-bid conference will be held Wednesday, May 6, 2020 at 10:00 am at the Adams County Detention Facility, 150 North 19th Avenue, Brighton, CO 80601. The County will not be responsible to supply PPE for this meeting. Potential Contractors must supply their own personal protection equipment. Please check-in at the main entrance with your ID. This meeting is an opportunity to discuss the Specifications and Work Scope. A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Solicitation.

7. CONTRACTUAL OBLIGATIONS

- 7.1. The successful Contractor may be required to sign an Agreement substantially like the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 7.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 7.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 7.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 7.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 7.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

- 7.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
8. **METHOD OF AWARD** - It is the intent of the County to award to the Contractor who provides the lowest responsive and responsible bid.
9. Questions which arise during Bid preparation regarding issues around this Solicitation, purchasing and/or award should be submitted in BidNet electronically. The potential Contractor submitting the question(s) shall be responsible for ensuring the question(s) is/are received by the County.
10. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
11. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing 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. **BUDGET:** Budget will not be disclosed.
13. **DEBARMENT:** By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or Sub-contractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
GENERAL TERMS AND CONDITIONS**

14. APPLICABILITY: These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

15. CONTENTS OF BIDS

15.1. GENERAL CONDITIONS: Contractors are required to submit their Bids in accordance with the following expressed conditions:

15.1.1. Contractors shall make all investigations necessary to thoroughly understand the requirements of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

15.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and Procedures and state and federal statutes. When conflicts occur, the highest authority will prevail.

15.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

16. Equal Opportunity: The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Sub-contractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any

Agreement awarded to the Contractor and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. 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 Response.

17. **Colorado Open Records Act:** 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.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

18. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 18.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

18.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the Cover Sheet of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

18.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

18.1.3. **ADDENDUM/ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL ADDENDUM/ADDENDA POSTED ON THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). EACH AND EVERY ADDENDUM SHALL BE SEPARATELY ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM.**

18.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

- 18.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.
- 18.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty (30) days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
- 18.2.3. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.
- Federal Identification Number: 84-6000732
 - State of Colorado Tax Exempt Number: 98-03569

19. SIGNING BID AND COLLUSION

- 19.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

20. PREPARATION AND SUBMISSION OF BID

20.1. PREPARATION

- 20.1.1. The Bid must be typed or legibly printed in ink. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
- 20.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement form. The Contractor's Statement form in this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return this form in its Bid, the Bid may not be considered.

- 20.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark
- 20.1.4. Prices that are not in accordance with the measurements and descriptions requested in the Pricing Form may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 20.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
- 20.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

20.2. SUBMISSION

- 20.2.1. Bids must be submitted in the format supplied and/or described by the County. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only Bids received by electronic submission through Bidnet to the Purchasing Division of the Finance Department will be accepted; Bids submitted via telephone, email, or facsimile machines are not acceptable.
- 20.2.2. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 20.2.3. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the Bid. Bids must be furnished exclusive of taxes.
- 20.2.4. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 20.2.5. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions conflicts with the County's terms and conditions, or if they are not in the best interests of the County.

21. LATE BIDS

- 21.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 21.2. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids 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 Board of County Commissioners to close the County offices.

22. MODIFICATIONS AND WITHDRAWAL OF BIDS

22.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the bids to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

22.2. WITHDRAWAL OF BIDS

22.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchasing Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

22.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

23. REJECTION OF BIDS

23.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

23.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors.

23.1.2. Re-advertise this Solicitation.

23.1.3. Postpone or cancel the process.

- 23.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation.
- 23.2. **REJECTION OF A PARTICULAR BID.** In addition to any reason identified above, the County may reject a Bid under any of the following conditions:
- 23.2.1. The Contractor misstates or conceals any material fact in its Bid Response.
- 23.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation.
- 23.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation.
- 23.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or
- 23.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement form.
- 23.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

24. ELIMINATION FROM CONSIDERATION

- 24.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 24.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 24.3. Any communications regarding this Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 24.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 24.5. 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.

25. QUALIFICATIONS OF CONTRACTOR:

25.1. The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes but is not limited to current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

26. AWARD OF SOLICITATION: The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

END OF GENERAL TERMS AND CONDITIONS

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ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID #2020-017
SPECIFICATIONS/SCOPE OF WORK

I. SPECIFICATIONS/SCOPE OF WORK

Adams County is seeking bids from qualified and experienced suppliers to provide materials and services for the **MODULES "A-E" CELL WINDOW REPLACEMENT AT THE DETENTION FACILITY.**

II. REQUIRED DOCUMENTATION

Failure to provide the required information may deem your submittal non-responsive.

List items which must be included in the bid submittal in order to be accepted and reviewed:

- 5% Bid Bond
- W-9
- Pricing Form
- Submission Check List
- Contractor's Certification of Compliance (Signature required)
- Contractor's Statement (Signature required)
- References Form for three (3) projects of similar size and scope

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.

SUBMISSION OF BID: Bid must be received at the time and place specified on BidNet. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. The County will only accept electronic submissions through BidNet.

IV. PURPOSE: TO ESTABLISH A CONTRACT FOR WINDOW REMOVAL AND NEW WINDOW INSTALLATION AT THE ADAMS COUNTY DETENTION FACILITY located at 150 North 19th Avenue Brighton, CO 80601. Although this Solicitation specifies exact locations for window removal and installation services for the County, it is understood and agreed that the County may, during the term of the agreement, request additional window removal and installation services from the successful Contractor. This option, if exercised, is the prerogative of the County and shall be

honored by the Contractor throughout the term of the agreement. No guarantees are made that additional services will be requested.

1. MATERIAL SPECIFICATIONS

- 1.1 No alternate material shall be accepted. Bid shall be based upon specified materials listed in this STATEMENT/SCOPE OF WORK (SOW).
- 1.2 LTI Smart Glass CP-500 three-ply HP White laminate polycarbonate ½" U.V. rating of 99%, impact and shatter resistant, U rating of 0.74, meets or exceeds ASTM F1915 Grade #2 impact resistance (40 Minute attack rated), UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, meet or exceed CPSC 16 1201 Category II rating, light transmittance of 56%. (Refer to the provided manufacturer's specification sheet Appendix B).
- 1.3 Adams County Facility Operations will not accept sub-standard workmanship or defective materials.
- 1.4 Stainless steel Torx screws for all window stiles/frames (no metric thread or black oxide screws). In areas of the window frames where the screws have been stripped, broken, etc. and the screw must be cut out to be removed, the existing hole shall be tapped and re-used. If existing stiles/stops are re-used there shall be no new drill holes allowed to compensate for new screws.
- 1.5 Window mastic/adhesives shall be compatible with chosen polycarbonate. Silicones are acceptable if they are U.V. rated, remain pliable/flexible, can withstand expansion and contraction and direct sunlight without failing or degradation. Application of mastic tape shall be performed in such a fashion that it is pressed into place and bonds with the window frame or stile and to the windowpane to be watertight. No sealants that harden will be allowed in the application. Windows shall be installed in such a fashion that the window frames, window stops, windows stiles can be easily removed and properly cleaned free of all adhesives in case of the need for emergency window replacement.
- 1.6 Adams County reserves the right to request a sample of the proposed alternate sealant product for the purpose of testing, inspection and product review. If any alternate materials are proposed, the Contractor/installer shall provide a product specification sheet for review and consideration. Adams County reserves the right to accept or decline such proposed alternate materials.
- 1.7 All materials or alternate materials shall meet or exceed the following: ASTM F1915 Grade #2 (40Min) attack rated, UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, meet or exceed CPSC 16 1201 Category II rating, U.V. rating of 99%, U factor 0.74.

2. SCOPE OF WORK AND WORKMANSHIP

- 2.1 The awarded Contractor shall provide experienced, well-trained employees that are competent to complete the work as specified. Contractor shall provide a one (1) year warranty on all labor and material.
- 2.2 Modules A, B, C, D, and E, exterior/interior facing inmate cell window replacement and metal frame/supporting frame/steel column/ double butted vertical frame repairs. Repairs may include removal of rust, cleaning of debris, rusted hole repairs, and rusted frame repairs. The integrity of the frame shall provide a watertight seal. All rot, rust, holes, and missing steel shall be repaired to bring the structure/integrity of the window frame/stiles to an acceptable condition.
- 2.3 The Contractor shall be responsible for field measuring all window sizes, windowpane thickness, and window stiles/stops.
- 2.4 All window frames/stiles will need to be removed either by utilizing a hand grinder or a Sawzall. All screws are to be replaced with stainless Torx safety screws and are **NOT** to be painted. All screws shall be the same thread pattern and Torx head. All screws shall be uniform so that a technician would not have to use several different sizes and types of screwdrivers to remove the screws during future window replacements. Any painted screws and screw heads shall not be accepted and will be required to be replaced.
- 2.5 New stainless steel Torx security screws shall be reinstalled, even in places where they have been removed, stripped, or welded in place. There may be instances where the existing screw holes may need to be tapped to accept new screws. If screw inserts are to be applied, they must match existing and installed so that they are set in place and do not spin or will have to be replaced when removing a window for future replacement.
- 2.6 All areas where the window frames/stiles need to be removed using a hand grinder or where repairs have been made, these areas will need to be primed with red metal oxide primer to prevent rust.
- 2.7 In areas where the frames, window stiles, window supporting structure or steel window columns have been removed and there is sever rust, frame or stile deterioration, the Contractor shall make the necessary repairs to bring the frame structure back to an acceptable level. Once all necessary repairs have been completed, those areas shall be primed with red oxide primer to prevent further deterioration and to protect from the outdoor elements. This process shall include both interior and exterior.
- 2.8 All window frames, window stops, window stiles that are beyond repair will need to be replaced and shall match existing dimensions, material, color and screw hole pattern.
- 2.9 Once new window material has been set in place, there shall be absolutely no welding in place of any window frames, window stops, window stiles.

- 2.10 The preference is that all tools and materials that will be utilized during this project, shall be checked in at the beginning of the project and stored on-site. The Facility Operations Supervisor or a designee will designate a secured location to keep all tools and materials for the duration of this project.
- 2.11 Materials utilized for this project shall be acclimated to current weather conditions prior to installation.
- 2.12 Only remove windows and frames in which can be replaced in a single day's work. Due to the nature of the environment, there can be no windows temporarily boarded up. Once a window has been removed, it must be replaced that same day and secured in place. Prior to leaving a work area, the site shall be fully secured.
- 2.13 Plan accordingly for weather occurrences, including but not limited to:
- Appropriate temperatures for proper adhesion, sealing, installation, cleaning, painting, etc.
 - Appropriate moisture conditions
 - Wind, Rain, Snow, or other inclement weather
 - Do not commence working in an area if it cannot be completed, or if inclement weather is predicted
- 2.14 Lift and carry windows when moving them, do not drag into position.
- 2.15 All window protection film used during shipping shall be removed and all windows shall be cleaned using the manufacturer's recommended window cleaner prior to installation. During the cleaning process, use materials that will not scratch the window's surface. All other manufacturer guidelines and recommendations shall be followed during the installation and cleaning process.
- 2.16 Protect window frames and other parts from damage during the installation process.
- 2.17 All window material shall be inspected prior to installation for items such as scratches, gouges, chips, cracks, lamination failure, etc. No defective materials will be accepted.
- 2.18 Windows shall be installed as per the Manufacturer's specifications. The U.V. side of the polycarbonate shall be installed so that it is facing the right direction to capture the sun's U.V. and prevent window failure.
- 2.19 Once all windows have been installed, a final window inspection by Facility Operations and the installer will occur. All windows shall receive a final washing prior to the inspection. Windows shall be cleaned from all paint or primer overspray, over application of silicone or mastic, and use of correct fasteners.
- 2.20 All steel columns/frames either interior or exterior where the steel panels and expanded metal has been affixed or welded in place shall be removed and

replaced with angle stiles and is to match existing frames, less the expanded metal being affixed. All holes, gaps and cracks shall be filled.

- 2.21 All new windows shall be Detention Grade and impact resistant; material shall be LTI Smart guard CP500 three ply white polycarbonate. All newly installed windows shall be able to withstand high abuse from such activities as kicking, hitting, and scratching, etching, fading, sun damage and must be U.V. rated. Windows shall be white in color and able to emit 56% of natural sunlight into the inmate occupied areas, but still be able to provide security from the inmates having the ability to see anything outside. Windows shall be abrasion resistant, impact/shatter resistant, and shall meet ASTM F1915 Grade #2 (40Min) attack rated, UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, meet or exceed CPSC 16 1201 Category II rating, U.V rating of 99%, U factor 0.74.
- 2.22 Installation of all windows shall be in such a fashion that they provide protection during adverse weather conditions and are watertight on the inside and outside. On the inside the windows stiles/stops shall be removed and new stiles/stops shall be installed using tamper resistant screws that match existing. Window stiles/stops and screws shall be secured so that they will not allow inmates to place contraband between the frame and the window or be able to remove the screws. Weather stripping/gasketing shall be applied to each individual frame/stile inside and outside and shall be able to be easily removed when window replacement is required. Only sealants that remain pliable/flexible, can withstand expansion and contraction, withstand direct sunlight, and are U.V. rated. No sealants that harden will be allowed. When gasket material is installed on both the inside and outside, it shall adhere to the window and frame, there shall be no gaps between the window, frame or stiles/stops. All windows and frames shall be watertight and rust resistant.
- 2.23 All windows shall fit exact and with minimal free play but allow enough movement in the frame to allow for expansion and contraction of the building. Windows shall fit into openings without forcing. (Refer to Manufacturer's specifications for expansion and contraction tolerances Appendix B).
- 2.24 Adams County Facility Operations will provide a trash receptacle for all removed materials. It will be the responsibility of the Contractor to transport the items to the dumpster. It shall be the responsibility of the Contractor/installer to ensure that the area of work is kept clean, tidy and all debris is disposed of properly daily. **At no time** shall there be any foreign objects, glass shards, screws, metal shavings, etc. that can cause harm to a K9 that patrols the inner perimeter.
- 2.25 The awarded Contractor shall work closely with Adams County Facility Operations to eliminate any unnecessary change orders. It will be expected that the awarded Contractor and Adams County Facility Operations shall always keep the lines of communication open and work together for total project completion.
- 2.26 All work, including punch list corrections must be completed by October 31, 2020. Preferably sooner to avoid adverse weather conditions.

3. SITE SAFETY:

- 3.1 There shall be no aluminum cans, glass, silverware, knives, or lighters introduced into a secured area.
- 3.2 All areas are subject to site inspections and tool inspections.
- 3.3 It is the awarded Contractor's responsibility to use precautions when setting up ladders, scaffolding or lifts so as not to damage the landscaping, windows, sidewalks or floors, etc. of the facility.
- 3.4 Any damage to the Building or Adams County Property caused by the Contractor or Sub-contractor must be reported immediately to the Facility Operations Supervisor, or designee. All Repairs shall be confirmed in writing and given to the Facility Operations Supervisor prior to starting any repairs.
- 3.5 At no time shall there be any trash, tools, materials or any objects left unattended. Due to the environment and working in a secured area of the facility, it will be expected that the Contractor provides a high level of awareness for his/her surroundings and ensures that the safety for inmates and staff is held to a high level. At no time shall any tools, materials, etc. be left unattended.
- 3.6 A waste dumpster will be provided by Adams County at our expense. The transport of waste materials will need to be properly contained to prevent leakage during transport to the provided dumpster. It will be the responsibility of the Contractor to transport the items to the dumpster. During the transport of the waste to the dumpster, the route used shall always be kept clean. The Contractor will give Adams County a minimum of 24-hours' notice to have the dumpster placed, reset, emptied, or removed. At no time shall there be any materials dropped, misplaced, or discarded in a secured or unsecured area to which an inmate can easily have access.
- 3.7 All tools to perform the job are required to be checked in and accounted for before leaving the work area. Tools that are to be checked in at the start and finish of each day until the job has been completed. It is the Contractor's or Sub-contractor's responsibility to ensure all tools checked into the facility are accounted for and if found missing **MUST BE REPORTED IMMEDIATELY** to the Facility Operations Supervisor.
- 3.8 During the project, if sky lifts are utilized, the keys must be removed when the equipment is left unattended. All ladders, scaffolding, platforms, job boxes shall be properly secured at the end of each business day in an area determined or designated by the Facility Operations Supervisor or designee.
- 3.9 Before any work can commence all Contractors' employees that will be conducting work must complete and pass a background check. Adams County will provide a background questionnaire form which must be filled out truthfully and returned along with a photo I.D to the Adams County Facility Operations

Supervisor for processing. Do not contact Facility Operations if you have staff or Sub-contractors that do not pass the background process. Those that do not pass will not be allowed to work within any Adams County Facility in which there are Sheriff's personnel and inmates.

3.10 All Contractors shall follow Adams County Facility Operations policies and procedures.

- The awarded Contractor shall check in at the Facility Operations Office prior to beginning the job.
- The awarded Contractor shall receive a copy of Contractor Rules and Regulations FO-06 and the Adams County Safety Program FO-05.
- Each awarded Contractor and Sub-contractor shall adhere to the rules and regulations while working within a secured environment. At all times, the Contractor and Sub-contractor shall present themselves in a professional manner.

3.11 At no time shall any Contractor converse with any inmate alone or unsupervised. If any Contractor is found holding an unsupervised conversation with an inmate, they will be asked to leave the premise and their privileges will be revoked.

4. QUALIFICATIONS/SUBMITTALS

- 4.1 Insufficient, inaccurate, blank responses or failure to respond to add alternate pricing may be considered non-responsive and therefore, disqualify the Bid.
- 4.2 Introductory Letter (no more than one page) indicating interest in the project.
- 4.3 Contractor and/or Sub-contractor have answered all add alternate pricing requests that Adams County has provided in this solicitation or that have been provided by addendum.
- 4.4 Contractor and/or Sub-Contractors have fully answered all addendum questions.
- 4.5 Three (3) references including client name, contact person, phone number, and email address, and brief description of the project. Project descriptions shall include type of sealants and polycarbonates used, project size, cost, and schedule. Adams County Facility Operations may visit those references to check quality of work.
- 4.6 Describe (no more than one page) your corporate safety plan. Identify if safety plans are tailored to project specifics. Attach a copy of the table of contents for the safety plan (if available). Adams County reserves the right to request a full copy of the safety plan.
- 4.7 Schedule (no more than one page): Identify schedule acceptance or provide an alternate schedule for work. Include appropriate submittal review and approval time in the schedule.

- 4.8 If awarded Contractor has previously performed any work for Adams County, they are expected to be in good terms with the County. The awarded Contractor shall not have any of the following items: legal litigation with Adams County, bid bond issues/concerns with Adams County, previous workmanship, performance or warranty issues/concerns with Adams County, utilize Sub-contractors or temporary labor that have any current or outstanding legal issues with Adams County or workmanship/performance issues and or concerns with Adams County.
- 4.9 No work will commence until all Sub-contractors and temporary labor have been reviewed and approved by Adams County Facility Operations.

5. WORK SCHEDULE/ HOURS OF WORK

- 5.1 Work hours are Monday through Friday 7am to 3:30pm. The Contractor may be required to work nights or weekends which is at the discretion of the Facility Operations Supervisor.
- 5.2 If the Contractor elects to work weekends, it must be cleared with the Facility Operations Supervisor three (3) days prior to starting. This will allow for additional staffing if needed for security reasons.
- 5.3 There will be absolutely no work scheduled on County Observed Holidays.

<u>Date</u>	<u>Day</u>
January 1, 2020	Wednesday
January 20, 2020	Monday
February 17, 2020	Monday
May 25, 2020	Monday
July 3, 2020	Friday
September 7, 2020	Monday
October 12, 2020	Monday
November 11, 2020	Wednesday
November 26, 2020	Thursday
November 27, 2020	Friday
December 24, 2020	Thursday
December 25, 2020	Friday

- 5.4 Due to the nature of the buildings and day to day activities, the Contractor shall communicate with the Facility Operations Supervisor regarding start and end times for work that is to commence in secured and unsecured areas of the facility. The Contractor must be able to communicate and take directives effectively from the Supervisor or his/her designee on a regular basis.
- 5.5 If access to individual cells, day spaces or other areas in which there is inmate occupancy and inmate movement is needed, this task will be handled through

the Sheriff's Department and their staff to ensure that safety and security measures are handled properly. Inmate moves that are required to gain access within secured areas could take up to 3-5 business days. This task will be the responsibility of the Sheriff's Department.

- 5.6 Contractor shall provide a project schedule within (10) days of being awarded the contract. Contractor shall review and update this schedule as necessitated by weather or other delays.
- 5.7 Due to the nature of the facility and departments conducting business within it, Adams County Facility Operations would prefer all areas listed complete within a 4-6-month time frame.

6. ADDITIONAL REQUIREMENTS

- 6.1 A Colorado and national background check will be required for all persons prior to being granted access to County facilities. Those that do not pass the background will not be allowed to work within any Adams County Facility in which there are Sheriff's personal or inmates.
- 6.2 It is preferred that the awarded Contractor be able to complete the entire project utilizing their own staff. All Subcontractors will need to be approved by the Adams County Facility Operations Supervisor or designee before performing the work.
- 6.3 **It shall be the Contractor's responsibility to field measure all areas listed in the scope of work.**
- 6.4 It will be the Contractor's responsibility to obtain all applicable permits as required by the City of Brighton.
- 6.5 The Contractor shall be responsible for scheduling inspections that the City of Brighton may require.
- 6.6 Provide an itemized cost associated with each area listed below in the Pricing Form. Adams County reserves the right to add or remove specified areas to be within the budgeted amount for this project.

7. CONTINGENCY

- 7.1 The Contractor shall provide eight (8) each extra windowpane for future replacement.
- 7.2 The Contractor shall provide extra window stiles/stops for an extra eight (8) windows for future replacement.

8. SHIPPING AND/OR FREIGHT COSTS

- 8.1 All items are to be shipped freight prepaid, F.O.B. Adams County Detention Facility in care of Facility Operations, 150 North 19th Avenue, Brighton, CO 80601. No additional charges for packing, drayage or any other purpose will be allowed.
- 8.2 Risk of loss on all items shipped by seller shall pass to the buyer subject to the buyer's inspection and acceptance.

END OF SPECIFICATIONS/SCOPE OF WORK



ADAMS COUNTY
COLORADO

Adams County Finance Department
 Purchasing Division
 4430 S Adams County Parkway
 Brighton, Colorado 80601

INVITATION FOR BID #2020-017
PRICING FORM

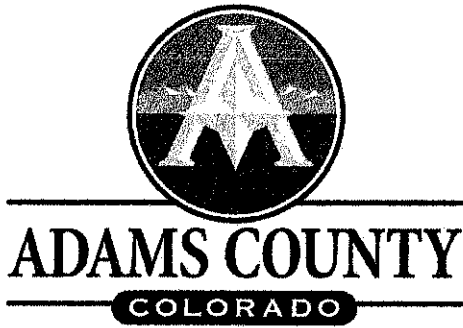
PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

Contractor Name		Date
Contact Person	Title	Phone
Email		

Break down the bid pricing as follows: per module, lift rental costs, labor costs and overall project cost for these services as not to exceed amounts. The County is tax exempt and will provide the certificate upon request.

LOCATION	THICKNESS	QTY	SIZE	PRICE TO COMPLETE EACH MODULE
A Module	1/2"	96	7-1/16"x 50-3/4"	\$
B Module	1/2"	96	7-1/16"x 50-3/4"	\$
C Module	1/2"	96	7-1/16"x 50-3/4"	\$
D Module	1/2"	96	7-1/16"x 50-3/4"	\$
E Module	1/2"	96	7-1/16"x 50-3/4"	\$
Lift Rental				\$
PROJECT TOTAL				\$

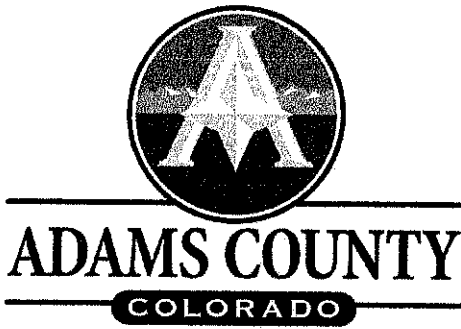
ADD ALTERNATE	EACH PRICE
CP-500 Window Material per 4x8 Sheet	\$



Adams County Finance Department
 Purchasing Division
 4430 South Adams County Parkway
 Brighton, Colorado 80601

**INVITATION FOR BID #2020-017
 SUBMISSION CHECK LIST**

- | | | |
|---|------------|-----------|
| Does your Bid comply with all the terms and conditions of this Solicitation? (5% Bid Bond, W-9, Pricing Form, References) If no, indicate exceptions. | YES | NO |
| Does your Bid provide proposed revisions to the attached Sample Agreement (Appendix A)? If so, please include changes. | YES | NO |
| Does your Bid meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions. | YES | NO |
| May any other governmental entity avail itself of this Agreement and purchase any and all items/services specified? | YES | NO |
| Have all the addendums/addenda been acknowledged (Contractor's Statement Form) and/or enclosed? | YES | NO |
| Original hard copy Bid and full exact electronic PDF of Bid in USB or CD? | YES | NO |
| Has a duly authorized agent of the Contractor signed the Contractor's Statement Form and Contractor's Certification of Compliance Form? | YES | NO |
| Has your firm or your Sub-contractors ever receive a Notice to Cure, Reprimand Letter, Cancel Agreement Notice, or Cancel Purchase Order Notice from Adams County? If so, please explain. | YES | NO |



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID #2020-017
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE
(Signature Required)

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into an Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Contractor Name

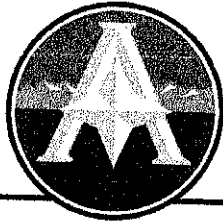
Printed or Typed Name

Signature

Title

Date

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
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID #2020-017
CONTRACTOR'S STATEMENT
(Signature Required)

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

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List each addendum number separately): _____

Contractor Name _____

Date _____

Signature _____

Printed Name _____

Title _____

Address _____

City, State, Zip Code _____

County _____

Telephone _____

Fax _____

Email _____



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID #2020-017
REFERENCES FORM
(For projects of similar size & scope)

1. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

2. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

3. Company Name

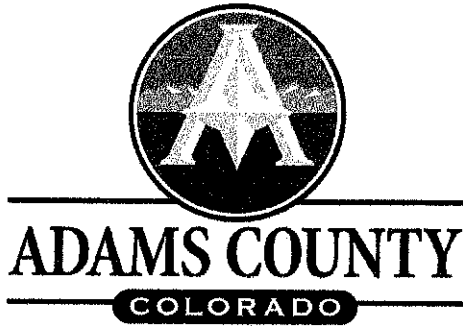
Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
APPENDIX A
SAMPLE AGREEMENT**

The Sample Construction Agreement is included in this Solicitation for informational and reference purposes only.

**ADAMS COUNTY COLORADO
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this _____ day of _____, 2020, 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, Contractor Name, 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 the labor, machinery, equipment, materials, and supplies necessary to perform all the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

Solicitation & Project

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, 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/IFB 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 Sub-contractors 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 a contract with a Sub-contractor that fails to certify to the Contractor that the Sub-contractor 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 Sub-contractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the Sub-contractor and the County within three days that the Contractor has actual knowledge that the Sub-contractor is employing or contracting with an illegal alien; and terminate the subcontract with the Sub-contractor if within three days of receiving the notice required pursuant to the previous paragraph, the Sub-contractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the Sub-contractor if during such three days the Sub-contractor provides information to establish that the Sub-contractor 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. Term of Agreement: 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 (\$)xxx.

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 the proper form.

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

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

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

5.4. Fund Availability: The County has appropriated enough 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 Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To and including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000	---	7,000

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.

- 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. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

8. WARRANTY

- 8.1. 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.

9. SUBCONTRACTING

- 9.1. The Contractor may utilize the services of Sub-contractors on those parts of the work that would normally be performed by Sub-contractors. 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 Sub-contractors and their employees.

10. CHANGE ORDERS OR EXTENSIONS

- 10.1. 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 Solicitation, 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.

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

11. INSPECTIONS, REVIEWS AND AUDITS

11.1. 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 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 enough detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. 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.

12. CLEAN-UP

12.1. 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 Sub-contractors. 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.

13. PROJECT ADMINISTRATION

13.1. The Project Manager for this Agreement shall be PM's NAME, 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.

13.2. 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.

13.3.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.

13.4.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.

14. **NONDISCRIMINATION**

14.1.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.

14.1.1. 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 Sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. **INDEPENDENT CONTRACTOR**

15.1.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 Sub-contractors during the term and performance of this Agreement. No employee, agent, servant, or Sub-contractor 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.**

16. INDEMNIFICATION

16.1. 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 Sub-contractor to provide services pursuant to the terms of this Agreement.

17. INSURANCE

17.1. 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.

17.1.1. 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

17.1.2. 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

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence	\$1,000,000
-----------------	-------------

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

17.2. 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:

17.2.1. 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.
- 17.2.2. 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.
- 17.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 17.3. 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.
- 17.4. 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.

18. TERMINATION

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.

- 18.4. 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.

19. BONDING:

- 19.1. 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.

20. MUTUAL UNDERSTANDINGS

- 20.1. 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.
- 20.2. 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 Sub-contractors 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, Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F, 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. Contractor warrants that it is following the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 20.3. 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.
- 20.4. 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.

20.5. 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.

20.6. 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.

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

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

20.7.2. Immediately upon hand delivery; or,

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

20.7.4. 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

Contractor: Company Name

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

- 20.8. 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.
- 20.9. 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.
- 20.10. 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.
- 20.11. 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.

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

**ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS**

Chair

Date

AWARDED CONTRACTOR

Signature

Date

Printed Name

Title

ATTEST:

Josh Zygielbaum, 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 _____, 2020,

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.

Pursuant to Code of Federal Regulations 2 C.F.R. Part 200 Subpart C 200.213, the undersigned Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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.



LTI SMART GLASS, INC

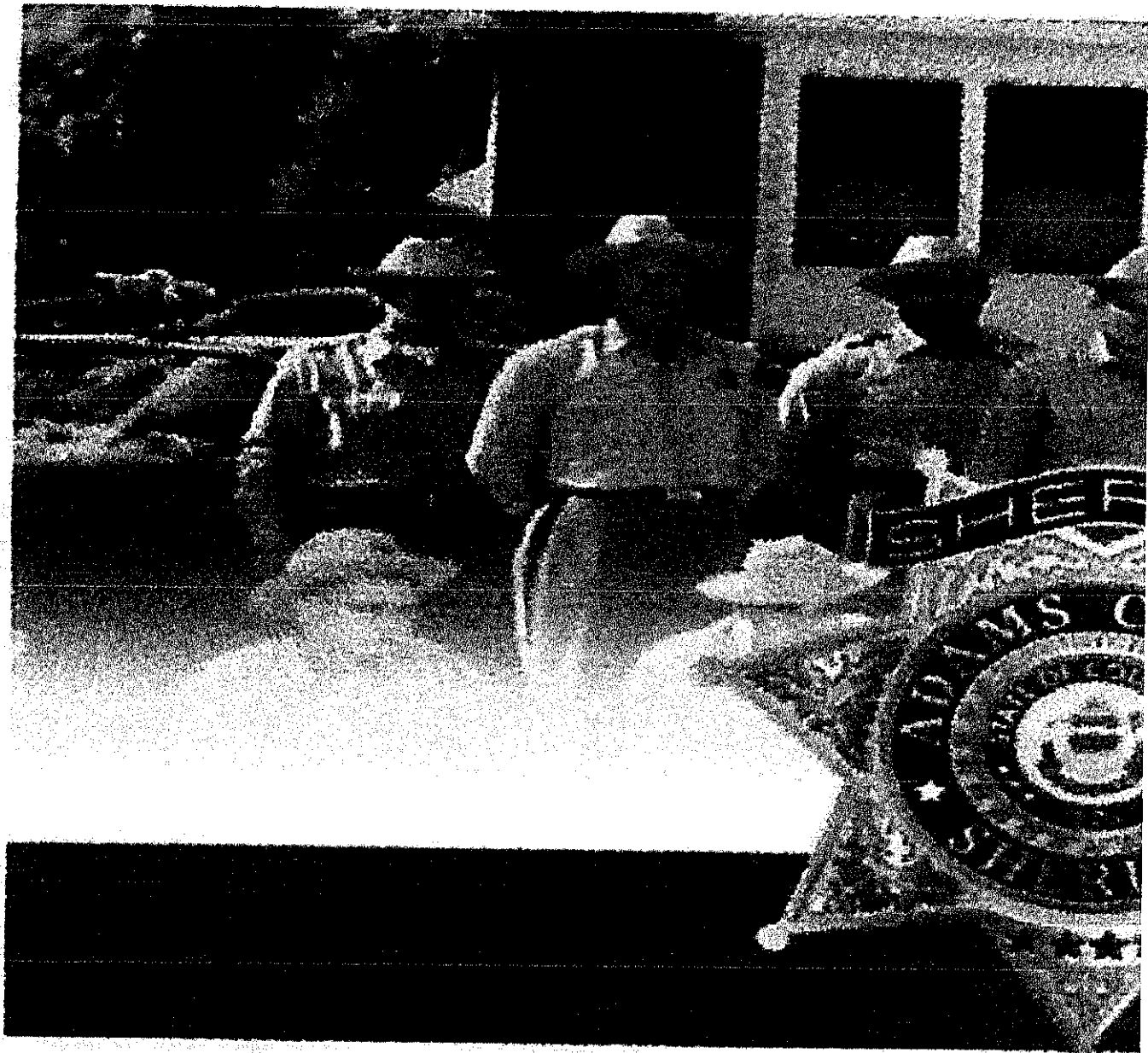
14 Federico Drive / Pittsfield, MA 01201 / www.LTISmartGlass.com
Office: +1-413-637-5001 / Fax: +1-413-637-5004

PRODUCT NAME:	SMARTGARD CP500 Translucent White
PRODUCT ID:	CP500TWT
PRODUCT DESCRIPTION:	Three (3) Ply Abrasion Resistant Laminated Polycarbonate Sheet
CONSTRUCTION:	.118" Polycarbonate Sheet (Exposed surface abrasion resistant) .050 White Urethane Bonding Interlayer .236" Polycarbonate Sheet .025 Urethane Bonding Interlayer .118" Polycarbonate Sheet (Exposed surface abrasion resistant)
MAXIMUM DIMENSIONS:	72" X 96"
NOMINAL THICKNESS:	0.547
THICKNESS TOLERANCE:	+/- 5% Maximum: 0.575" Minimum: 0.520"
WEIGHT (SQ/FT)	3.325
SHADING COEFICIENT:	.77
U-VALUE:	.74
LIGHT TRANSMITTANCE:	56%
FORCED ENTRY & CONTAINMENT:	ASTM F1915 Grade 2 (40 Minute Attack) HP White TP-0500.03 Level 2 Step 15 WMFL Level II (60 Minute Attack)
COMPLIANCE	Made from UL 972 listed polycarbonate sheet CC1 Combustibility Class ANSI Z97.1 For Safety Materials used in buildings CPSC 16 1201 (Category I and II)

INSTALLATION: LTI strongly suggests the use of a suitable structural security framing with an appropriate protection rating. Allow for a minimum of a (1) inch edge engagement in the frame with sufficient rabbet depth to allow for expansion (approximately 1/16"/FT).

Only use sealants and gaskets that are compatible with polycarbonate.

Remove protective masking when installation is complete and before prolonged exposure to sunlight, weather, and moisture.



Sheriff



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID #2020-017
PRICING FORM

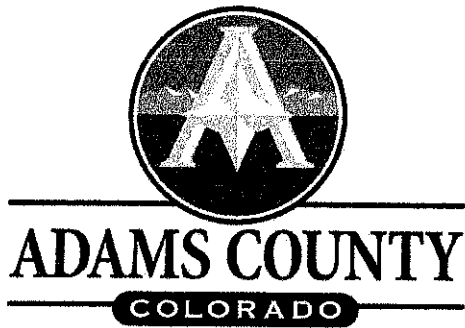
PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

Symmetry Builders		5.18.2020
Contractor Name		Date
Brad Chope	Chief Estimator	720.822.6552
Contact Person		Title
Bchope@symmetrybuilders.net		Phone
Email		

Break down the bid pricing as follows: per module, lift rental costs, labor costs and overall project cost for these services as not to exceed amounts. The County is tax exempt and will provide the certificate upon request.

LOCATION	THICKNESS	QTY	SIZE	PRICE TO COMPLETE EACH MODULE
A Module	1/2"	96	7-1/16"x 50-3/4"	\$ 49,728
B Module	1/2"	96	7-1/16"x 50-3/4"	\$ 49,728
C Module	1/2"	96	7-1/16"x 50-3/4"	\$ 49,728
D Module	1/2"	96	7-1/16"x 50-3/4"	\$ 49,728
E Module	1/2"	96	7-1/16"x 50-3/4"	\$ 49,728
Lift Rental				\$ 6,487
PROJECT TOTAL				\$ 255,127

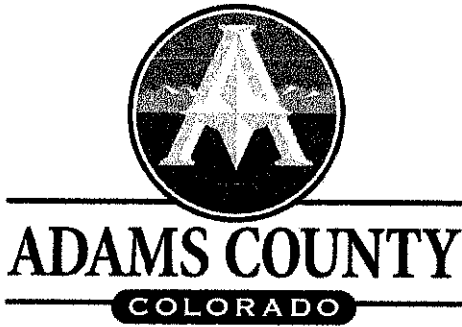
ADD ALTERNATE	EACH PRICE
CP-500 Window Material per 4x8 Sheet	\$ 2,859



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID #2020-017
SUBMISSION CHECK LIST**

- | | | |
|---|--------------------------------------|-------------------------------------|
| Does your Bid comply with all the terms and conditions of this Solicitation? (5% Bid Bond, W-9, Pricing Form, References) If no, indicate exceptions. | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| Does your Bid provide proposed revisions to the attached Sample Agreement (Appendix A)? If so, please include changes. | <input type="radio"/> YES | <input checked="" type="radio"/> NO |
| Does your Bid meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions. | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| May any other governmental entity avail itself of this Agreement and purchase any and all items/services specified? | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| Have all the addendums/addenda been acknowledged (Contractor's Statement Form) and/or enclosed? | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| Original hard copy Bid and full exact electronic PDF of Bid in USB or CD? | <input type="radio"/> YES | <input checked="" type="radio"/> NO |
| Has a duly authorized agent of the Contractor signed the Contractor's Statement Form and Contractor's Certification of Compliance Form? | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| Has your firm or your Sub-contractors ever receive a Notice to Cure, Reprimand Letter, Cancel Agreement Notice, or Cancel Purchase Order Notice from Adams County? If so, please explain. | <input type="radio"/> YES | <input checked="" type="radio"/> NO |



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID #2020-017
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE
(Signature Required)

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into an Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Symmetry Builders

Contractor Name

Brad Chope

Printed or Typed Name

Signature

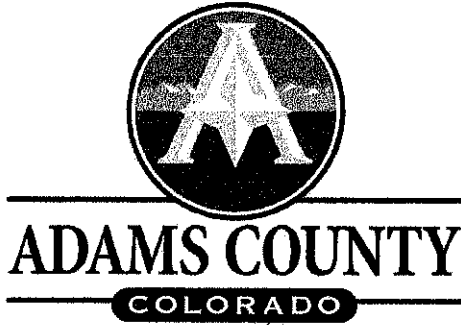
Chief Estimator

Title

5.18.2020

Date

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 Finance Department
 Purchasing Division
 4430 S Adams County Parkway
 Brighton, Colorado 80601

INVITATION FOR BID #2020-017
CONTRACTOR'S STATEMENT
 (Signature Required)

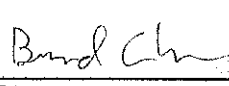
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List each addendum number separately): 1,2

Symmetry Builders	5.18.2020
Contractor Name	Date
	Brad Choep
Signature	Printed Name
Chief Estimator	
Title	
5069 Silver Peak Ave. Suite 1	
Address	
Dacono, CO 80514	Weld
City, State, Zip Code	County
303.444.1044	303.444.0424
Telephone	Fax
Bchope@symmetrybuilders.net	
Email	



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID #2020-017
REFERENCES FORM
(For projects of similar size & scope)

1. Company Name	City of Black Hawk
Address	City of Black Hawk, P.O. Box 68, Black Hawk, Colorado, 80422
Contact Name & Phone	Matt Reed, 303.582.2288
Contact Email Address	MReed@cityofblackhawk.org
Project Name	City of Black Hawks Fire Station Renovation
Project Date & Project Value	Q3 2018, \$449,384
2. Company Name	Zanone Project Management
Address	4570 Grove St., Denver, CO, 80211
Contact Name & Phone	Joseph Zanone, 303.335.6417
Contact Email Address	Joe.zanone@zanonepm.com
Project Name	Seagate
Project Date & Project Value	Q4 2019, \$1.3 Million
3. Company Name	Tributary Real Estate
Address	1416 Larimer St. #203, Denver, CO 80202
Contact Name & Phone	Bill Parkhill, 303.839.8811
Contact Email Address	Bill@parkhilldevelopment.com
Project Name	3530 Brighton Blvd.
Project Date & Project Value	Q1 2020, \$700,000