

Purchase Order Number 10556

**ADAMS COUNTY
PURCHASE ORDER**

Page 1 of 1
 Order Date: 02/27/13
 Requested Date: 02/27/13
 Cost Center: 1091

This Number Must Appear on all
 Invoices, Packing Lists, and Packages

Vendor Address	Vendor and Shipping Information	Ship To Information
MCBRIDE LIGHTING & ELECTRICAL SERVICES 16026 W 5TH AVE GOLDEN CO 80401	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FACILITY OPERATIONS ADMINSTRATION 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON CO 80601
VENDOR NUMBER: 289551		


This project will complete the lighting retro fit at the WSC. This project includes the garage and all exterior lighting.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	WSC Lighting Retro-Fit Per all terms, conditions, and special instructions contained in attached agreement.		EA	0.0000	28,657.62	1072.9055	00003020

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 28,657.62
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 112154 TIERNEY, JENNIFER D ADAMS COUNTY AUTHORIZED SIGNATURE
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ADAMS COUNTY, COLORADO
CONSTRUCTION AGREEMENT

THIS AGREEMENT is made by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway Brighton, Colorado 80601, hereinafter referred to as the "County," and McBride Lighting, Inc., located at 16026 W. 5th Ave. Golden, CO 80401, hereinafter referred to as the "Contractor." hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

SECTION I - SERVICES OF THE CONTRACTOR

- A. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to complete the lighting replacement at the Adams County Western Service Center. In addition, the Contractor shall perform the work under this Agreement in accordance with all applicable quality standards, warranties, or other applicable standards as specified in the "Contract Bid Documents and Specifications" for the Lighting Replacement for the Adams County Western Service Center RFB 2012.239, Attached as Exhibit "A" which standards and warranties are hereby incorporated into this Agreement as if fully written herein.
- B. The Contractor covenants with the County to furnish its best skill, professionalism, and judgment and to cooperate in furthering the interests of the County. The Contractor agrees to complete the Work in an expeditious, professional, good workmanlike, and economical manner consistent with this Agreement and the interests of the County.
- C. 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.
- D. In addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with any addenda as may be separately approved in writing by the Parties.
- E. All of the services contemplated under this Agreement are personal and shall not be assigned, sublet, or transferred without the written consent of the County.
- F. This Agreement does not create an exclusive agreement for services.
- G. The Contractor understands that close cooperation and coordination of this project with other contractors or subcontractors may be required.

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

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

- A. 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.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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).
- H. 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.

SECTION III - THE COUNTY'S RESPONSIBILITIES

The County shall:

- A. Provide information as to its requirements for the work.
- B. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the work.
- C. 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 work.
- D. Furnish, or direct the Contractor to provide at the County's expense, necessary additional services.

SECTION IV - TERM

The work shall be commenced by February 11, 2013 the Contractor no later than and be completed by April 1, 2013.

SECTION V - PAYMENT

The County shall pay the Contractor for the work performed, and the Contractor shall accept as payment in full for the work performed, the total sum not to exceed twenty eight thousand six hundred fifty-seven dollars and sixty two cents (\$28,657.62).

- A. Payment will be rendered within thirty days upon completion and acceptance of the final project.
- C. 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.

SECTION VII - PROJECT ADMINISTRATION

- A. The Project Manager for this Agreement shall be Waine Risely, whose phone number is 720-523-6004. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- B. 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, 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.
- C. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, Contractor shall immediately ask for a written instruction or decision and shall proceed to perform the services to conform with the Project Manager's determination. If the Contractor considers such instructions unsatisfactory, it shall within five (5) days after their receipt, file a written protest with the Project Manager 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.

SECTION VIII - CHANGE ORDERS OR EXTENSIONS

- A. 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.
- B. The County may, upon mutual written agreement by the Parties, extend the time of completion of services to be performed by the Contractor.

SECTION IX - COUNTY'S RIGHT TO STOP OR CARRY OUT THE WORK

- A. If the Contractor fails to correct work that is not in accordance with this Agreement or persistently fails to carry out the work in accordance with this Agreement, the County may issue a written order to the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
- B. If the Contractor defaults or neglects to carry out the work in accordance with this Agreement, and fails within a seven (7) day period after receipt of written Notice from the County to commence and continue correction of such of such default or neglect, the County may, after such seven (7) day period, and without prejudice to other remedies the County may have, correct such deficiencies. In such case, the County shall deduct from payments then or thereafter due the Contractor the reasonable costs of correcting such deficiencies, including the County's expenses and reasonable compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the

payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

SECTION X - CLEAN-UP

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 and restore the site satisfactorily will result in the County doing so. The cost therefore will be charged to the account of the Contractor or their surety.

SECTION XI - INSPECTIONS, REVIEWS AND AUDITS

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 thereafter, the Project Manager and the Contractor shall make a final inspection at the Project to determine whether all of the work has been completed in accordance with this Agreement and all documents incorporated herein. A final list shall be made by the County in sufficient detail to fully outline to the Contractor:

- A. Work to be completed, if any.
- B. Work not in compliance with the Agreement, if any.
- C. Unsatisfactory work for any reason, if any.

The County shall not authorize final payment until all items on the list have been completed to the satisfaction of the Project Manager.

SECTION XII - WARRANTY

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.

SECTION XIII- INSURANCE

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 minimum types and coverages of insurance.

<u>Type</u>	<u>Per Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
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Commercial General Liability (ISO 1993 Form or Equivalent)	\$1,000,000	\$1,000,000	\$1,000,000
Automobile Liability	\$ 1,000,000	\$1,000,000	\$500,000
Umbrella Liability	Coverage as broad as primary insurance.		
Workers' Compensation	As required by Colorado law.		
Unemployment Compensation	As required by Colorado law.		

All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing 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 in obtaining and/or maintaining 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.

SECTION XIV - INDEMNIFICATION

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.

SECTION XV - INDEPENDENT CONTRACTOR

In doing work 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 its acts, and the acts of its 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 and unemployment compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

SECTION XVI - NONDISCRIMINATION

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.

SECTION XVII - TERMINATION

- A. 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 terminate this Agreement, if the Contractor fails to cure the breach as provided in Section VIII, above, and upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- B. 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.

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.

SECTION XVIII - MUTUAL UNDERSTANDINGS

- A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

B. Compliance with Laws

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with §§ 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions is present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

C. Public Works: No Lien on Funds

The laws of the State of Colorado do not provide for any right of lien against public works or buildings. In lieu thereof, § 38-26-107, C.R.S., as amended, provides relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of a public work. Thereunder, final payment may not be made to a contractor until notice thereof has been published in a public newspaper of general circulation thereby providing any individual or other entity with a claim against the contractor to assert such claim prior to final payment.

D. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Contract, 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 and the Contractor shall assist in any such inspection, review, or audit.

E. 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.

F. 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.

G. 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.

H. Notice

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

Adams County Purchasing
4430 S. Adams Parkway
Brighton, Colorado 80601
Contact Person: Jennifer Tierney
Phone: 720.523.6054
Fax: 720.523.6058

Adams County Attorney's Office
4430 S. Adams Parkway
Brighton, Colorado 80601
Phone: 720.523.6116
Fax: 720.523.6114

For the Contractor:
McBride Lighting
16026 W. 5th Ave
Golden, CO 80401
Phone: 303.778.8787
Fax: 303.778.8244

I. 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.

J. Paragraph Headings

Paragraph headings are inserted for convenience of reference only.

K. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

L. Parties Interested Herein

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions thereof, and all covenants, terms, conditions, and provisions in this Agreement by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

M. 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.

N. 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.

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

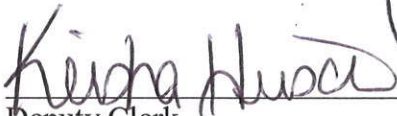
COUNTY ADMINISTRATOR
ADAMS COUNTY, COLORADO

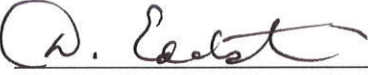


2-12-13
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER




Deputy Clerk

Approved as to form:

Adams County Attorney's Office

McBride Lighting


Signature

02/01/13
Date

Jared Blackney / Vice President
Printed Name / Title

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

McBride Lighting Inc
Company Name

02/01/13
Date

Jared Blackney
Name (Print or Type)


Signature

Vice President
Title

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

INVITATION TO BID

2012.239

LIGHTING REPLACEMENT FOR THE ADAMS COUNTY WESTERN SERVICE CENTER

Mandatory Pre-Bid Conference

Date: December 18, 2012

Time: 1:00 PM

**Location: Adams County Western Service Center
12200 North Pecos Street, Westminster, CO 80234**

Written Questions:

Due by 4:00 PM December 27, 2012

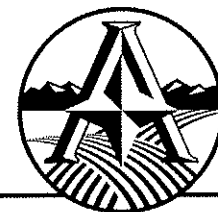
Addendum issued on January 3, 2013

BID Opening

Date: January 8, 2013

Time: 2:00 p.m.

**Adams County Conference
Center**



ADAMS COUNTY
COLORADO

The Adams County Board of Commissioners by and through its Purchasing Agent is accepting bids for Lighting Replacement located at the Adams County Western Service Center, located at 12200 North Pecos Street, Westminster, CO 80234.

The Bid Document can be retrieved from the Rocky Mountain Online Bid System website at <http://www.RockyMountainBidSystem.com>

Questions are due no later than 4:00 P.M. December 27, 2012 an addendum addressing questions will be issued no later than 4:00 P.M. January 3, 2013.

There will be a mandatory Pre-Bid on December 18, 2012 at 1:00 PM located at the Adams County Western Service Center, located at 12200 North Pecos Street, Westminster, CO 80234.

Sealed bids for this project will be received at the office of the Purchasing Agent, Adams County Government Building, 4430 South Adams County Parkway, Brighton, CO 80601 up to **2:00 P.M. on January 8, 2013. Please use the main entrance and proceed to the front information desk when submitting your bid and attending the opening for further direction.**

SPECIAL INSTRUCTIONS

Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

A minimum of four (4) recent references shall be included in the bid package. Please include any municipal references you may have.

Two (2) copies of bid form are required. Single copies will be accepted of the original bid bond and if requested, any brochures or other supportive documents.

All bids must be signed.

Whenever addenda are required, they must be acknowledged on the bid proposal form in the appropriate space so designated.

A bid bond is not required for this project.

Bids may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendors List for a period of twelve months from the date of this opening.

In submitting the bid, the vendor agrees that acceptance of any or all bids by the Purchasing Agent within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.

The awarded contractor will be required to sign a contract with Adams County, a sample Contract has been provided in Attachment "A".

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: **2012.239 Lighting Replacement**

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Commissioners to close the Adams County offices.

Bids must be furnished on the forms as supplied by Adams County. Failure to bid on the forms provided will be cause for rejection of the bid.

Bids must be furnished exclusive of taxes.

No award will be made to any person, firm, or corporation that is in arrears upon any obligation to the County.

Bidders are invited to be present at the bid opening to make their own tabulation of the bid or to observe the proceedings.

If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibility shall be furnished and submitted with bid.

The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to, bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from bidders who lack experience or financial responsibility, or bids which are not to form, or to award bids to the lowest and most responsive and responsible bidder, or to require new bids.

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.

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

The County in making copies of the bidding documents available on the above terms does so only for the purpose of obtaining bids on the Work and does not confer a license of grant for use.

Adams County is an Equal Opportunity Employer.

Questions about this bid shall be referred to the Purchasing Agent, Renee Petersen at (720) 523-6043, rpetersen@adcogov.org and Contract Administrator, Jennifer Tierney at (720) 523-6049, or via email at jtierney@adcogov.org.

INSURANCE REQUIREMENTS

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

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

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

Workers' Compensation Insurance: Per Colorado Statutes

* 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.

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

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 effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
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.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

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

At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.



**2011 Lighting Project Public Work and
Adams County Animal Shelter**

SCOPE OF WORK

PART 1 - GENERAL

Adams County is soliciting bids for lighting replacement located at Adams County Western Service Center.

1.1 Submittals

- A. No bond will be required for this project.
- B. No permit will be needed
- C. Please sign and submit signature page and contractor's compliance.

1.2 Quality Assurance:

- A. List of four (4) projects completed in the last 2 years of similar complexity to this project.
- B. Provide the names of each project along with a brief description.
- C. Provide the owner information of similar projects including: contact(s) name(s), agency represented and applicable phone number(s).
- D. Contractor's representative shall be available for meetings as deemed necessary. The dates and times of said meetings to be decided by Adams County staff and the selected contractor.

PART 2 — PRODUCTS

- 2.1 Replace existing bollard with new LED bollard (see type "A" on luminaire schedule this sheet). Electrical contractor shall verify existing voltages prior to pricing.
- 2.2 Replace existing 400 watt metal halide single post top luminaire with new LED single head post top luminaire (see type "B" on luminaire schedule sheet). Electrical contractor shall verify existing voltages prior to pricing.
- 2.3 Replace existing 400 watt metal halide twin post top luminaire with new LED twin head post top luminaire (see type "C" on luminaire schedule sheet). Electrical contractor shall verify existing voltages prior to pricing.
- 2.4 Replace existing 8'0" and 4'0" (2) T12 lamps fluorescent strip luminaires with new 4'0" LED parking garage luminaires (see type "D" on luminaire schedule sheet). Electrical contractor shall verify existing voltages prior to pricing.
- 2.5 Replace existing wall mounted luminaire with new LED wall mounted luminaire (see type "F" on luminaire schedule sheet). Electrical contractor shall verify existing voltages prior to pricing.
- 2.6 Replace existing recessed fluorescent downlight with a new 6: dia. recessed LED downlight (see type "G" on luminaire schedule sheet). Electrical contractor shall verify existing voltages prior to pricing. Patch exterior drywall soffit if required.

2.7 Replace (1) existing flagpole luminaire with (2) new above ground LED flagpole luminaires. Make electrical connection as necessary to ensure a complete and operable system (see type "H" on luminaire schedule sheet). Electrical contractor shall verify existing voltages prior to pricing.

PART 3- EXECUTION

3.1 Vendor shall ensure a complete and operable system. Provide as-built drawings at the completion of the project.

3.2 Provide an itemized invoice showing exact lamp and ballast for building owner's submittal to Xcel Energy for possible rebate opportunity.

3.3 Reuse existing junction boxes, circuitry, and control functions throughout. Luminaries replacement shall be one-for-one.

3.4 Disposal of existing fixtures and lamps will be the contractor's responsibility.

3.5 All work is to be performed between 8:00 a.m. and 4:30 p.m.

3.6 Vendor will be working in occupied areas and around desks and office furniture.

3.7 Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended, the Contractor shall meet the following requirements prior to signing this Agreement and for the duration thereof:

- A. The Contractor shall certify compliance with the Basic Pilot Program (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract for services.
- C. 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 contract for services.
- D. At the time of signing this Agreement (public contract for services), the Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security, registration available at <https://www.vis-dhs.com/employerregistration>) and, if the Contractor was not accepted into the Basic Pilot Program prior to entering into this public contract for services, the contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or this public contract for services has been completed, whichever is earlier. The provisions specified in this paragraph D shall not be required or effective in this public contract for services if the Basic Pilot Program is discontinued.
- E. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. 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.
- G. 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).

- H. 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.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, 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 and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

Mabride Lighting Inc
Company Name

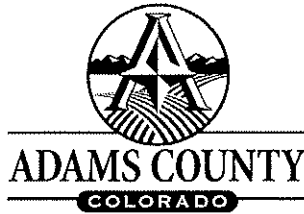
1/4/13
Date

Jared Blackmy
Name (Print or Type)

[Signature]
Signature

Vice President
Title

Note: Registration for the Basic Pilot 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
 BID PAGE
 2011 Adams County
 Lighting Project**

Bidder shall furnish all labor, materials, equipment, and perform all work as specified in the scope of work.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	CREE LED Bollard #PWY-EDG-5M-P4-02-D-UL-COLOR-525-40K	5 ea.	\$579.94	\$2,899.70
2	CREE single head LED post top luminaire #ARE-EDG-DA-12-D-UL-COLOR-525-40K	4 ea.	\$1,422.08	\$5,688.30
3	CREE twin head post top luminaire #ARE-EDG-DA-12-D-UL-COLOR-525-40K	3 ea.	\$2,844.16	\$8,532.48
X	Day-Brite Parking garage LED 4'0" Surface mounted luminaire #DWAE-51L-840-4-UNV	45 ea	\$ _____	\$ _____
5	CREE large LED wall pack #SEC-EDG-4MB-WM-08-D-UL-COLOR-525-40K	1 ea.	\$973.24	\$973.24
6	CREE small LED wall pack #SEC-EDG-4MB-WM-40-D-UL-COLOR-525-40K	3 ea.	\$638.83	\$1,916.49
7	CREE 6" recessed LED downlight #LR6C-DR1000-277V/H6277	5 X ea.	\$179.20	\$896.00
8	Day-Brite above ground LED flag pole light #FSS60WLU-MHP	2 ea.	\$489.95	\$979.90
9	DCOP 4' T5 Micro strip- 2 Lamp 28WT5 Electronic Ballast 120V #M228-UNV-1/2-EB-CM2G	40 X ea.	\$89.99	\$4,139.54
10	Per man hour labor rate (to include admin. cost, travel, measuring and installation)	<u>71</u> hrs.	\$37.07	\$2,631.97

TOTAL BID AMOUNT

\$28,657.62

Written Amount: Twenty Eight Thousand Six Hundred Fifty Seven & Sixty Two Dollars



ADAMS COUNTY, COLORADO
BID SIGNATURE PAGE

VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 4480227 Addenda # _____ Addenda # _____

If NONE, please write NONE.

MCBRIDE LIGHTING, INC 7/13
COMPANY NAME DATE

CORP.
TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

84-0658242
TAX IDENTIFICATION NUMBER

CO
STATE OF INCORPORATION,
IF APPLICABLE

16026 W. 5TH AVE
ADDRESS

GOLDEN, CO 80401
CITY, STATE, ZIP CODE

303-778-8787
TELEPHONE NUMBER

[Handwritten Signature]
SIGNATURE

DENA BLACKNEY
PRINTED SIGNATURE

303-778-8244
FAX NUMBER

JEFFERSON
COUNTY

PRE S
TITLE (Corporate Office/Manager)

SAMPLE CONTRACT

ADAMS COUNTY, COLORADO PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2014, between the Adams County Board of County Commissioners, located at 450 S. 4th Avenue, Brighton, Colorado 80601, hereinafter referred to as the "County," and _____, located at _____, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

SECTION I - SERVICES OF THE CONTRACTOR

Describe services or work to be performed by Contractor. The services described must be in conformance with the bid, if any, and should incorporate the RFP and Response thereto. Please insure that there are no inconsistencies between the RFP, the Response and this Contract.

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.

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

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

- I. 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.
- J. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- K. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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).
- P. 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.

SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

Describe other responsibilities, if any, to be performed by County.

SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of _____ dollars (\$ _____). *28,657.62*

Twenty Eight Thousand Six Hundred Fifty Seven Dollars + Sixty Two Cents

A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly (monthly, quarterly, biannual, or annual) basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. 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.

SECTION VI - INDEPENDENT CONTRACTOR

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

SECTION VII - NONDISCRIMINATION

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.

SECTION VIII - INDEMNIFICATION

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

SECTION IX – INSURANCE

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

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

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

Workers' Compensation Insurance: Per Colorado Statutes

- * 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.

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

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 effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
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.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

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

At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

SECTION X - TERMINATION

A. For Cause

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

B. For Convenience

The County may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under the Agreement, less payments previously made to the Contractor under the Agreement.

SECTION XI - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the

privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

C. 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.

D. 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.

E. *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.

F. *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.

G. Notice

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

For the County:

Agency Name	<u>and</u>	Adams County Attorney's Office
Address		450 S. 4 th Avenue
		Brighton, Colorado 80601
Name of Contact Person		Phone: (303) 654-6116

Phone:

Fax: (303) 654-6114

Fax:

For the Contractor:

Name

McBride Lighting Inc
16026 W. 5th Ave.
Golden, CO. 80401

Address

Name of Contact Person

Jared Blackney

Phone:

303-778-8787

Fax:

303-778-8244

H. 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.

I. 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.

J. 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.

SECTION XII - CHANGE ORDERS OR EXTENSIONS

- A. 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

CONTRACTOR

Name

Title

Date

Signed and sworn to before me on this _____ day of _____, 2013 by

_____.

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

McBride Lighting Inc.
Company Name

1/4/13
Date

Jared Blackney
Name (Print or Type)


Signature

Vice President
Title

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



References

Jefferson County Public Schools

Contact Name: Doug Cooper

Telephone: (303) 961-0886

Scope: Lighting Retrofit; remove inefficient lighting and replace it with energy efficient lighting.

Valuation: \$300,000

Project Length: 3-6 months

Paul's Corp-Gateway Park

Contact Name: Charlie Alexander

Telephone: (303) 307-5088

Scope: Retrofit the inefficient lighting in multiple buildings to high efficiency T8 and T5 lighting with and without occupancy sensors.

Valuation: \$200,000+

Project Length: The past 3 years and counting.

Swedish Medical Center

Contact Name: Lisa Barilovich

Telephone: 303-788-6422

Scope: Retrofit lighting to energy efficient lighting and install new LED lighting.

Valuation: \$125,000 +

Project Length: Ongoing projects

John Elway Car Dealerships

Contact Name: Dave Adams

Telephone: 303-594-4006

Scope: Retrofit all exterior pole lighting to E HID lighting as well as interior lighting to energy efficient T8 and LED.

Valuation: 190,000

Project Length: Ongoing

16026 West 5th Ave.
Golden, CO 80401
Phone: (303) 778-8787 Fax: (303) 778-8244