

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 10th day of June 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **AUTOMATED BUILDING SOLUTIONS, INC.**, located at 7348 South Alton Way, Bldg. 9, Suite L, Centennial, Colorado 80112, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached IFB 2013.067 as **Exhibit A** and the Contractor's response to IFB 2013.067 attached hereto as **Attachments A1-A4**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A4** and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: Not Applicable.

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

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for sixty (60) calendar days from the date of this Agreement effective date or issuance of the notice to proceed (NTP).

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement as outlined in **Attachment A1**, and the Contractor shall accept as full payment for those services, not to exceed amount of **Twenty-seven thousand, seven hundred-sixty-five dollars and no cents (\$27,765.00)** for the term of the Agreement.

4.1 Invoices

Invoices will be submitted to the County by the Contractor monthly 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.

- 4.2. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. The County is subject to the revenue and spending limitations of the Taxpayer's Bill of Rights (TABOR), Colorado Constitution, art.X, §20, and § 29-1-301, C.R.S., as amended.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 8.1.1. Each Occurrence: \$1,000,000
 - 8.1.2. General Aggregate: \$2,000,000

 - 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
 - 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 8.2.2. Personal Injury Protection: Per Colorado Statutes

 - 8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

 - 8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 8.4.1. Each Occurrence: \$1,000,000
 - 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

 - 8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

9. TERMINATION:

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

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires,

floods, earthquakes, or other acts of God.

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

COUNTY:

Contact: Wayne Risley, Project Manager
Facility Operations Supervisor
Adams County Colorado Government
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Office Number: 720.523.6004
E-mail: wrisley@adcogov.org

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6053

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

CONTRACTOR:

Mr. Art Espinosa, Sales/Estimation Engineer
Automated Building Solutions, Inc.
Address: 7348 South Alton Way, Bldg.9, Suite L
City, State, Zip: Centennial, Colorado 80112
Office Number: 303.221.4020
Cellular Number: 303.994.1770
Fax Number: 303.221.4072
E-mail: aespinosa@absicontrols.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to

perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

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

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

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

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

- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

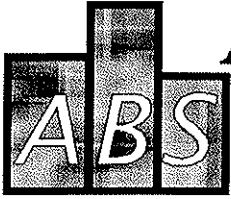
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ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. Bid, dated April 30, 2013
2. Contractor's Signed Certificate of Compliance for IFB 2013.067, dated April 30, 2013
3. Bidders Statement/Signature Page for IFB 2013.067, dated April 30, 2013
4. Addendum One (1), dated April 15, 2013

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Automated Building Solutions Inc

7348 South Alton Way, Bld. 9, Suite L
Centennial, CO 80112
(303) 221-4020 Fax 303-221-4072

PROPOSAL AND AGREEMENT

Proposal #: 2013.067

Date: April 30, 2013

Job Name: HVAC Control System Replacement Services for Adams County Riverdale Golf Course

The undersigned Customer authorizes AUTOMATED BUILDING SOLUTIONS INC. ("ABS") to provide the services described below and agrees to the stated compensation therefore:

Provide, install & program (1) new Honeywell Tridium WEBs AX Energy Management System for replacement of an existing Johnson Controls Metasys Energy Management System based upon RFP 2013.067 documents

Including:

- All installation, parts & programming necessary to complete the above mentioned
- (1) Honeywell/Tridium JACE 600 controller with alarming, remote access & trending software
- All new Honeywell control modules as outlined in RFP documents
- All new DDC parts as outlined in RFP documents
- Reuse of ALL existing current sensors, flow sensors/switches, psi transducers, low voltage relays,
- Reuse of ALL existing low voltage wire add new as necessary
- Graphical representation of all new DDC hardware viewable thru new Honeywell JACE/Tridium system
- (1) new DELL Optiplex PC system with 21.5" monitor
- (1) new color printer
- Normal business hours (M-F 8am-4:30pm)
- 1 year warranty on all parts
- Acknowledgement of Addendum #1

Excluding:

- Any and all Payment & Performance Bonds
- Any and all Taxes per RFP documents

Price: \$ 27,765.00 Twenty Seven Thousand Seven Hundred & Sixty Five 00/100 dollars

Price held by ABS until May 30, 2013.

Automated Building Solutions Inc.

By: Art Espinosa

Title: President



Honeywell DDC Materials list

- Honeywell WEBs JACE AX controller
 - WEB 600-AX
 - Honeywell Spyder LON controllers
 - UI LON controllers
 - Electrical LON Sub-meter
 - Honeywell Temperature/DDC sensors
 - Wall TR23 sensors
 - Pipe/strap on sensors
 - Duct sensors
 - CO2 sensors
 - Honeywell current sensors
 - Honeywell CO2 sensors
 - Wall CO2 sensors
 - DELL Opti plex PC system/monitor
 - Color printer (HP equivalent)
-

BID FORM
PRICE SCHEDULE

Bidder shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the bid Schedule and Specifications. The estimated quantities shown below are for evaluation purposes only.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Lump Sum</u>
1	Provide and install a new Honeywell/Tridium WEBS AX Energy Management system for replacement of an existing obsolete Energy management system for the Riverdale Golf Course. No Substitutions.	1 ea	\$ <u>26,270</u> 00
2	DELL Opti-plex PC with Windows 7 pro, 4gig RAM, 21.5" Flat panel monitor & color printer.	ea	\$ <u>1,495</u> 00
BID TOTAL			\$ <u>27,765</u> 00

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CONTRACTOR'S CERTIFICATION OF COMPLIANCE

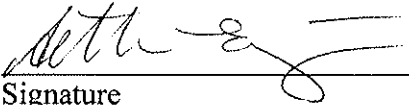
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

Advanced Building Solutions
Company Name

4-30-13
Date

ARTHUR ESPINOSA
Name (Print or Type)


Signature

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



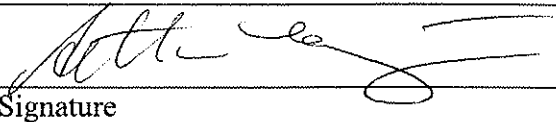
2013.067
HVAC Control System Replacement Services

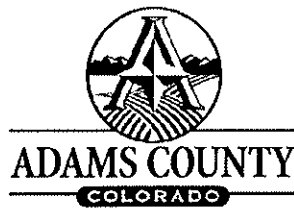
BIDDER'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF
 Addenda # 1 (one) through Addenda # _____

If None, Please write NONE.

<u>Automated Building Solutions</u>	<u>April, 30, 2013</u>
Company Name	Date
<u>7348 S. Altan Way # L</u>	
Address	Signature
<u>Centennial, CO 80112</u>	<u>ARTHUR Espinosa</u>
City, State, Zip Code	Printed Name
<u>Arapahoe</u>	<u>President</u>
County	Title
<u>303-221-4020</u>	<u>303-221-4072</u>
Telephone	Fax
<u>E-mail Address aespinosadabsicontrols.com</u>	



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: IFB 2013.067
SOLICITATION DATE: Friday, March 29, 2013
DESCRIPTION: HVAC Control System Replacement Services
ADDENDUM NUMBER: **One (1)**
ADDENDUM DATE: April 15, 2013

The hour and date specified for receipt of IFB 2013.067 [] is [X] is not extended to the following new hour and date:

The above-numbered solicitation is amended as set forth below. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the bid submitted. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BID PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID. If by virtue of this addendum you desire to change a bid already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

- A. This Addendum is issued to **remove and replace** the first sentence in Paragraph Two of Invitation for Bid (IFB) 2013.067 HVAC Control System Replacement Services **from reading as:** "The project shall consist of reusing **all of the existing devices** (see points list following this section):

To read as: "The project shall consist of using new devices (see points list following this section):

Reference this change to the solicitation scope of work when submitting your bid.

- B. This Addendum is issued to provide the attached copies of the following:
1. Questions and Answers from the Mandatory Pre-Bid Conference and Site Visit on Tuesday, April 2, 2013
 2. List of attendees at the Pre-Bid Conference and Site Visit on Tuesday, April 2, 2013
 3. List of Plan Holders
- C. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

cc: IFB 2013.067

Pre-Bid Conference and Site Visit
IFB 2013.067
HVAC Control System Replacement Services
April 2, 2013 at 10:00 a.m.

Introduced Adams County Representatives attending:

Waine Risley, Project Manager- Facility Operation Supervisor, 720.641.6234
Purchasing Agent, Purchasing Division 720.523.6053

QUESTIONS AND ANSWERS:

- Q1: Will new points be allowed?
A1: Not for the purpose of this bid
- Q2: What is the project start date?
A2: As soon as the County has approval from the B.O.C.C.
- Q3: Will you be allowed to reuse existing materials?
A3: Wiring, panels, conduit, etc. okay to reuse. All sensors and devices directly associated with control of the equipment and DDC devices are to be new as specified in the bid document. See Attached Addendum for language change in scope of work.
- Q4: Will permits be required for this project?
A4: No – this is a replacement of the existing system
- Q5: The IFB talks about new materials, but it also indicates that all of the existing devices must be used, please clarify?
A5: Wiring, panels, conduit, etc. okay to reuse. All sensors and devices directly associated with control of the equipment and DDC devices are to be new as specified in the bid document. See Attached Addendum for language change in scope of work.
- Q6: We are to replace all devices, but can re-use wire conduit and panel enclosures?
A6: Yes, that is correct.
- Q7: Your IT people will bring the internet connections to the panel above the men's bathroom? One for the JACE and one for the WorkStation.
A7: Yes, that is also correct.
- Q8: The valve bodies will be reused, but the actuators are to be replaced?
A8: Yes, that is also correct.
- Q9: We will have 60 days from official notice to proceed to substantial completion?
A9: Yes, that is correct.

ATTENDEES LIST

Mr. Jeff Strickland
D.R. Associates
455 South Lipan Street
Denver, Colorado 80223
720.232.2377
jeff@drallc.net

Mr. Daryl Ribble
D.R. Associates
455 South Lipan Street
Denver, Colorado 80223
303.934.8076
daryl@drallc.net

Mr. Art Espinosa
Automated Building Solutions
7348 South Alton Way, Suite L
Centennial, Colorado 80112
aespinosa@absicontrols.com

PLAN HOLDERS
IFB-2013-067

Company Name	City	State
<u>Infinity Contractors, Inc.</u>	Phoenix	AZ
<u>Construction Bid Source</u>	Burson	CA
<u>Burns & McDonnell</u>	Centennial	CO
<u>Automated Building Solutions, Inc</u>	Centennial	CO
<u>American Mechanical Services of Colorado Springs</u>	Colorado Springs	CO
<u>Allied Plumbing & Heating</u>	Colorado Springs	CO
<u>Wilson Mohr</u>	Denver	CO
<u>American Automation, Inc.</u>	Denver	CO
<u>Trane</u>	Denver	CO
<u>Compression Leasing Services, Inc.</u>	Denver	CO
<u>Refrigeration Supplies Distributor</u>	Denver	CO
<u>Economy Air Conditioning and Heating, Inc.</u>	Englewood	CO
<u>InFilms & Design, Inc.</u>	Grand Junction	CO
<u>CW Industries</u>	Lakewood	CO
<u>Beaudin Ganze Consulting Engineers</u>	Lakewood	CO
<u>DS Constructors LLC</u>	Loveland	CO
<u>ESCO (Energy Services of Colorado)</u>	Westminster	CO

EXHIBIT A
(All Documents following this page of the Agreement)

EXHIBIT:

1. Adams County IFB 2013.067 Specifications and Statement of Work Solicitation

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EXHIBIT A

INVITATION FOR BID 2013.067

HVAC Control System Replacement Services

Bid Issuance Date: Friday, March 29, 2013

Pre-Bid Conference: Mandatory and Site Visit
Tuesday, April 2, 2013
at 10:00 a.m.

Questions Due: Friday, April 5, 2013
by 4:00 p.m.

Bid Opening Date: Tuesday, April 30, 2013

Bid Opening Time: 2:00 p.m.

Bid Opening Place: Adams County Administration Building,
4430 South Adams County Parkway,
4th Floor, Purchasing Department
Brighton, Colorado, 80601



All submitted Bids will be publicly opened and read aloud at the time and place stated above. All Bids are subject to the Specifications and the Special Instructions attached hereto.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS

1. PURPOSE

Adams County Board of Commissioners (BOCC) by and through its Purchasing Agent is seeking the services of a general contractor to provide and install a new Honeywell-Tridium WEBs Ax Energy Management System at Adams County property located at 13300 Riverdale Road, Brighton, Colorado 80602 known as the Riverdale Golf Course.

2. STATEMENT OF WORK

The bidder will be responsible for providing and installing a new Honeywell/Tridium WEBs AX Energy Management system for replacement of an existing obsolete Energy management system for the Riverdale Golf Course. All existing mechanical equipment currently controlled by the existing and obsolete EMS shall be included for control thru the new Honeywell/Tridium WEBs AX Energy Management System. All new Honeywell Spyder LON controller/s & associated sensor/s & DDC devices (Temperature sensors, CO2 sensors, Current sensors, Bldg static sensors, freeze stats, damper actuators) shall be replaced with new devices, (see attached points list). System shall include (1) new DELL Opti-plex PC with Windows 7 pro, 4gig RAM, 21.5" Flat panel monitor & color printer

The project shall consist of reusing **all of the existing devices** (see points list following this section): control/low voltage wire (add new as necessary), low voltage relays, valve actuators/assemblies, VFDs. As a minimum design of the Honeywell Tridium AX system, the system shall consist of (1) new Honeywell WEB 600 controller & 256MB memory with associated N-D-I/O modules, spyder controllers, wired TR23 wall sensors, CO2 sensors, current sensors, temperature sensors, damper actuators & new graphics & time schedules per each mechanical equipment controlled by the new BAS system & needs to reflect all new hardware/software DDC points viewable thru JACE/WEB 600 controller & accessible thru new DELL PC system. Also provide & install (1) Honeywell Electrical Sub-Meter onto the main electrical power feeds into building (model # SUBL series/NO alternates), must be connected via LON connection into WEB-600 controller. Successful contractor must provide along with Temperature Control submittal package, Sequence of Operation for each piece of mechanical equipment being controlled to be reviewed by County Facility Maintenance.

Adams County will provide all necessary Ethernet connections, IT cabling & IT personnel for IP addressing of new EMS PC System. Work hours to consist of Normal business hours M-F, 8:00 a.m. to 4:30 p.m.

All bidders must be an authorized Honeywell "ACI" controls integrator contractor with certification letter from Local Honeywell representative. **No Temperature Control manufacturer/system alternates will be accepted.**

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

Bidders Responsibility:

1. Installation Requirements.
 - A. Comply with Adams County regulations for replacement of water heaters, furnaces and thermostats.
 - B. Comply with all manufacturers' installation requirements and specifications.
 - C. Secure all required Adams County permits.
 - D. Schedule all required Adams County inspections.
2. Project Site Conditions
 - A. Verify all existing conditions by walking site with the County Project Manager.
 - SITE VISIT: Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Adams County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.
 - B. Verify all dimensions and conditions by taking field measurements.
 - C. Examine areas and conditions under which the work will be performed. Commencement of the work implies acceptance of all areas and conditions.
3. Equipment
 - A. Equipment shall comply with the item descriptions detailed in specifications of this bid.
4. Work
 - A. Work will include all materials, equipment and labor necessary to install the equipment under existing conditions. Provide all duct, flue, water supply and gas piping modifications necessary to connect new equipment.
5. Correction of Deficient work
 - A. The bidder assumes all responsibility for and bears all cost of correcting work that does not conform to the specified requirements or Adams County building codes.
6. Cleaning and Repair
 - A. The bidder shall remove and properly dispose of all excess materials, equipment, tools and debris as the work progresses and upon completion.
 - B. The bidder shall patch and paint any areas damaged during installation.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

Riverdale Golf Course Honeywell System DDC Point List

- AHUs 1-3
 - AI Points
 - Da temp, Space Temp, Space Setpoint, Ra CO2 (AHU-2 will require (3) qty CO2 RA sensors, all other 1 each),
 - DI Points
 - Fan status, DX compressor-1 status , DX compressor-2 status, Bypass button
 - AO Points
 - OA/RA damper actuator, Hotwater valve, LED override
 - DO Points
 - Fan S/S, DX stage-1 S/S, DX stage-2 S/S
- MUA-1
 - AI Points
 - Da temp, Space Temp
 - DI Points
 - Fan status, Freeze stat, Bypass Button
 - AO Points
 - Hotwater valve, LED override
 - DO Points
 - Fan S/S, Evap cooling S/S
- SF-1 & EF-1
 - DI Points
 - SF-1 fan status, Ex-1 fan status

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

- DO Points
 - SF-1 Fan S/S, EF-1 Fan S/S
- Boiler & associated Boiler pumps
 - AI Points
 - Hotwater supply temp, Hotwater return temp, OA temp, OA Humidity
 - DI Points
 - Boiler fault/alarm, pump-1 status, pump-2 status
 - AO Points
 - 3-way Hotwater valve
 - DO Points
 - Boiler S/S, Pump-1 S/S, Pump-2 S/S, Combustion Air damper????
- Domestic Water
 - AI Points
 - Domestic water temp
 - DI Points
 - Domestic water pump status
 - DO Points
 - Domestic water pump S/S
- Electrical Sub-Meter (Installed on Main incoming Electrical Power feeds to building)
 - Meter to be connected via “LON” works connection & points displayed on own graphic page

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

3. PRE- BID CONFERENCE MEETING AND SITE INSPECTIONS

- a. **April 2, 2013 at 10:00 a.m.** Meet at the Riverdale Golf Course located at 13300 Riverdale Road, Brighton, Colorado 80602.
- b. All questions must be in writing and directed to the issuing office, addressed to the Purchasing Agent. The interest party must confirm all telephone conversation in writing. **Questions are due on Friday, April 5, 2013 by 4:00 p.m.;** to fax 720.523.6058 or email hcasteel@adcogov.org.

4. WARRANTY

The bidder 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 (1) year after final acceptance by the County. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed by another contractor at the expense of the original Contractor. This section does not relieve the original Contractor from liability for defects which become known after one (1) year.

5. SUBMITTAL

Within the time frames listed, the Bidder shall submit to the Manager of Purchasing Services the following items.

- a. **Construction Schedule:** Within 10 scheduled working days after the successful bidder has received Notice of Award, he shall supply a schedule for the completion of the work.
- b. **Subcontractors:** Within 10 working days after the successful bidder has received Notice of Award, he shall supply a list of all subcontractors hired by him for this work to the Manager of Purchasing Services, including those already previously submitted.
- c. **Insurance:** Within 10 working days after the successful bidder has received Notice of Award, he shall supply affidavits for all required insurance to the Manager of Purchasing Services.

6. TAXES

The County is exempt from State of Colorado, RTD, and Cultural District sales and use taxes. It is understood that the Bid Price shall not include these taxes. Exemption certificates and numbers are available at the Purchasing Office of Adams County Colorado Government Center.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination. Facilities Management is designated as the office responsible for inspecting the work while the Purchasing Manager is responsible for final acceptance of the work.

8. INVOICE BILLING

Bidder must submit detailed invoice billing statements to the Project Manager within thirty (30) days of project completion.

9. SAFETY

The bidder shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours.

10. HOURS OF WORK

The normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Access to the work site may be restricted to these hours and days. Request for work during other than normal hours must be coordinated and approved in advance by the Purchasing Department Manager.

11. TERM OF AGREEMENT

The term of the contract is sixty (60) calendar days from date of issuance of the notice to proceed (NTP).

12. BASIS OF AWARD

Award will be made to the responsive, responsible bidder who submits the lowest reasonably price bid. Adams County Board of Commissioners reserves the right not to award bids to the lowest and most responsive and responsible bidder and may require new bids.

13. REQUIRED REPORTS

The bidder shall, at such times and in such forms as Adams County may require, furnish such reports concerning the status of the project, and such statements, certificates, approvals, copies, and other information relative to the project, as may be requested by Adams County. The bidder shall furnish Adams County, upon request, with copies of all documents and other materials prepared or developed in relation to or as part of the project.

14. LICENSES, PERMITS, Etc.

Bidder will represents and warrants that as of the Agreement effective date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Bidder warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the awarded Agreement, without reimbursement by Adams County or other adjustment in the Agreement Funds. Additionally, all employees, agents, and subcontractors of Bidder performing services under the Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Bidder, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for bidder to properly perform the terms under the Agreement is a material breach by bidder and will constitutes grounds for termination of the Agreement.

15. CLEAR AIR ACT

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

16. ENERGY POLICY AND CONSERVATION ACT

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

17. INSURANCE

The bidder shall not commence work under this solicitation until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

The bidder will be required to procure and maintain, at his own expense and without cost to the County, the kinds and minimum amounts of insurance as follows:

- a. Comprehensive General Liability, in the amount of not less than \$1,000,000 per person and \$2,000,000 general aggregate. Coverage to include:
 - Premises
 - Products/Completed Operations
 - Broad Form Comprehensive, General Liability
 - Adams County shall be named as Additional Insured
- b. Comprehensive Automobile Liability, in the amount not less than \$1,000,000 dollars minimum combined coverage.
- c. Employers Liability and Workers' Compensation. The bidder shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work.
- d. Professional Liability, bidder shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.
- e. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- f. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- g. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- h. 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. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the bidder.
- i. 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 bidder shall promptly obtain a

new policy, submit the same to the Purchasing Department of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the bidder to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the bidder in obtaining and/or maintaining any required insurance shall not relieve the bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the bidder concerning indemnification.

- j. Bidder 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 the agreement for Cause.

18. 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:

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

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.

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.

The bidder 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.

If the bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the bidder shall: notify the subcontractor and the County within three days that the bidder 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.

The bidder 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).

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

19. All bids shall be enclosed in an envelope, sealed, and clearly labeled as follows:

BID DOCUMENTS

Name of Contractor

IFB Number and Name of Project

IFB Date and Time Due

20. Bidder should submit sealed bid in **one (1) original** and **NO** copies for consideration at the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, 1st Floor Reception desk, Brighton, Colorado, 80601, up to 2:00 p.m. on April 30, 2013. The bid opening time shall be according to our clock at the Receptionist desk. Bids will be publicly opened and read aloud at this time. Bids may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company name, IFB number with name of project and time of bid opening. No bids will be accepted after the time and date established for the solicitation, except by written addenda.
21. Issuance of this solicitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
22. Bidder shall submit pricing for this project on the **Bid Form-Price Schedule** following this section.
23. Complete materials list of all items proposed to be furnished or installed under the contract. Specifically outline those materials not supplied by the membrane supplier.
24. Signed **CONTRACTOR'S CERTIFICATION OF COMPLIANCE** following this section.
25. Review the sample agreement for all the terms and conditions that will become a part of the awarded agreement. Any questions regarding the contract terms and conditions, please contact the Purchasing Agent at 720.523.6053.
26. Bid must be signed and dated.
27. Whenever addenda(s) are required, they must be acknowledged on the bid form in the appropriate space so designated and returned with the bid.
28. 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 bidder's name from the Vendor's List for a period of twelve (12) months from the date of this bid opening.

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

- 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 with the Company name, IFB number with the name of project and time of bid opening.
- 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 Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- Bid pricings must be furnished on the bid form as supplied by Adams County (**Bid Form**). Failure to bid on the bid form provided may 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.
- 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.
- The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from bidders who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible bidder, and may 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.
 - Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, telegram or facsimile machines are not acceptable.
 - Adams County is an Equal Opportunity Employer. **Questions about this solicitation shall be referred to Purchasing Agent, at 720.523.6053.**

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:

Automated Building Solutions
Company Name *Inc*

6/3/13
Date


Signature

Arthur Espinosa
Name (Print or Type)

President
Title

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

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

ADAMS COUNTY, COLORADO

By: *[Signature]*
County Administrator Signature

10-10-13
Date

**CONTRACTOR
AUTOMATED BUILDING SOLUTIONS, INC.**

By: Arthur Espinosa
Name (Print or type)

6/3/13
Date

[Signature]
Authorized Signature

President
Title

**APPROVED AS TO FORM:
Adams County Attorney's Office**

By: *[Signature]*
Attorney Signature

NOTARIZATION:
COUNTY OF Wapahoe

STATE OF Colorado)SS.

Signed and sworn to before me this 6 day of June, 2013,

by Arthur Espinosa

[Signature]
Notary Public

My commission expires on: June 18, 2014