

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 22nd day of April 2014, 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 ValleyCrest Landscape Maintenance, located at 7065 E. 54th Place Commerce City, CO 80022, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2014.037 and the Contractor's response to the RFP 2014.037 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

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

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: thirty-nine thousand eight hundred twenty- four dollars (\$39,824.00).

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

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

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

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

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

9. TERMINATION:

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

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

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. 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. Assign Ability: 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:

Department: Adams County Facilities Department
Contact: Waine Risley/Mike Holub
Address: 4430 S. Adams County Parkway
City, State, Zip: Brighton CO 80601
Phone: 720-523-6004/303-654-6004
E-mail: wrisley@adcogov.org/mholub@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116

Contractor: ValleyCrest Landscape Maintenance
Contact: Brad Schuster
Address: 7065 E. 54th Place
City, State, Zip: Commerce City, CO 80022
Phone: 303-288-2701
E-mail: bschuster@valleycrest.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 (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that

the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

Todd Leopold

Todd Leopold
County Manager

4/21/14
Date

ValleyCrest Landscape Maintenance

[Signature]
Signature

4.16.14
Date

Brad Schuster
Printed Name

OPERATIONS MANAGER
Title

Attest:

Karen Long, Clerk and Recorder

[Signature]
Deputy Clerk



Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams)

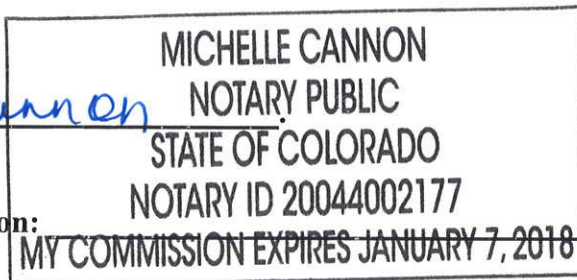
STATE OF Colorado)SS.

Signed and sworn to before me this 16 day of April, 2014,

by Brad Schuster,

Michelle Cannon
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:

Valley Crest Landscape Maintenance 4.16.14
Company/Name Date

[Signature]
Signature

BRAD SETHASTER
Name (Print or Type)

OPERATIONS MANAGER
Title

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

EXHIBIT A

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for title123.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
 - 2.1. Vendors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through February 26, 2014. All questions are to be submitted to Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org
4. An Addendum to answer all questions will be issued no later than March 3, 2014.
5. There will be a **Mandatory Pre-Proposal conference** on February 24, 2014, at 2:00 p.m. at the Adams County Government Center, Conference Center, Brantner Gulch A.
6. Proposals
 - 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on March 6, 2014.
 - 6.2. The proposal opening time shall be according to our clock.
 - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 6.6. The proposal must be submitted on a CD in a single PDF file not to exceed 20 pages. Brochures or other supportive documents may be included with the proposal narrative.
 - 6.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et*.

seq., as amended 5/13/08 and the “**PROPOSAL FORM**” acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.

- 6.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: TITLE123 and XXXX.XXX.
- 6.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 6.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 6.16.1. Any Proposal which does not meet bonding requirements, or,
 - 6.16.2. Proposals which do not furnish the quality, or,
 - 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,

- 6.16.5. Proposals which are not made to form.
- 6.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
7. Adams County is an equal opportunity employer.
8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- | | |
|--------------------------|-------------|
| 9.1.1. Each Occurrence | \$1,000,000 |
| 9.1.2. General Aggregate | \$2,000,000 |
- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- | | |
|--------------------------------------|-----------------------------|
| 9.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 9.2.2. Personal Injury Protection | Per Colorado Statutes |
- 9.3. Workers' Compensation Insurance: Per Colorado Statutes
- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- | | |
|--|-------------|
| 9.4.1. Each Occurrence | \$1,000,000 |
| 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the | |

State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 9.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 9.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 9.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.

- 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the

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

- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information

SCOPE OF WORK

12. Unless otherwise specified, the successful contractor shall furnish all labor, supervision, materials, tools, equipment, parts and incidentals necessary for the provision of grounds maintenance services at Adams County. Aerial photos of the Justice Center, District Attorney, Western Service Center and Government Center have been provided in attachment "C".

LOCATION	ADDRESS	FOOTPRINT
Adams County Government Center	4430 South Adams County Parkway Brighton CO	92 Acres
Western Service Center	12200 Pecos Street Westminster CO	3.55 Acres
Justice Center	1100 Judicial Center Drive Brighton CO	40 Acres
Adams County District Attorney Building		
Strasburg Service Center	2550 Strasburg Mile Road Strasburg CO	19.2 Acres

13. Service Locations

13.1. Responsibilities of Contractor

13.1.1. Potential Contractors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and locations 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 Contractor 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.

13.1.2. Contractors submitting proposal must have been in business under the same company name for a minimum of five years upon award of the contract, contractors submitting proposals less than five years will immediately be deemed nonresponsive.

13.2. Service Requirements

13.2.1. A schedule of services has been attached as exhibit "B"

13.3. Turf Care-All locations

13.3.1. Mowing

13.3.2. All turf should be mowed weekly, or as needed during the growing season. Mowing height will be 2½ " – 3". Frequency of mowing will be once per week.

- 13.3.3. Grass catchers should be used only if there is a specific need and will be used at the discretion of the Owner. Excessive clippings will always be removed from turf areas.
- 13.3.4. Care will be taken to insure a clean and debris free turf area prior to mowing so as not to damage and/or injure persons or property with debris discharged by mowing device.

13.4. Trimming

- 13.4.1. All turf areas inaccessible to mowing equipment should be trimmed once per week in order to maintain a neat, well-groomed appearance.
- 13.4.2. After mowing/trimming operations are completed, all grass clipping to be blown and / or removed from walks, drives, etc.
- 13.4.3. Care will be taken to insure that debris is not thrown or discharged from the trimming device that could cause injury to persons and/or property damage.

13.5. Edging

- 13.5.1. Edging of walks, curbs, etc. Should be done on a monthly or as needed basis through the use of a steel blade edger.
- 13.5.2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
- 13.5.3. Excessive debris resulting from edging should be collected and removed.

13.6. Trees, Shrub, and Bed Care

- 13.6.1. Bed Care-Government Center, Strasburg
- 13.6.2. All bed areas should be kept substantially free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Non-selective herbicides, such as Round-Up, can be used for chemical control with care as to not damage non target plants.
- 13.6.3. Shall be done 2x a month for Government Center and 1x a month for Strasburg in all Landscaped Rock/Bark Mulched beds.
- 13.6.4. Shall be coordinated with the Site Grounds representative.
- 13.6.5. Native/Natural Areas
- 13.6.6. Mowed at a height of 6" inches 4x a season unless otherwise approved by the Facility Operations Department Representative.
- 13.6.7. All curbs, barriers, sidewalks, landscaped beds, that are inaccessible with a mower, shall be string trimmed 1x a month at the time of mowing.
- 13.6.8. All curbs, sidewalks, or landscaped beds that reside near or in the native areas shall be raked or blown so as to be free of debris caused by mowing/string trimming.
- 13.6.9. Weed control to be done (after mowing) by hand, mechanical, or a Facility Operations Representative approved chemical.

13.7. Personal Protective Equipment

- 13.7.1. All employees of contractor while on site will wear attire that makes them highly visible and identifiable to Adams County Employees and customers

and are reflective in nature. (Bright colored vests, Shirts with Company identifiers)

- 13.7.2. All employees of contractor shall wear appropriate attire that fulfills all safety requirements of tasks being performed (Eye Protection, gloves, work boots, and Minimum PPE for spraying).

14. PROPOSAL SUBMITTALS

14.1. Contractor's experience in the industry, including how long the company has been established, number of employees, number of current contract similar in size.

14.2. A minimum of three current references with similar scopes of work include a point of contact and phone number.

14.3. Provide a telephone number, a fax number, or an e-mail address and a primary and secondary contact person name to enable Adams County to contact you.

14.4. Completed proposal form

14.5. A copy or description of your safety program

15. Award Criteria- Proposals will be Scored on the Following Criteria:

15.1. Price

15.2. References

15.3. Overall Proposal-number of years in business, safety program, etc.

15.4. Ability to perform the services.

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and WINNER123, located at ADDRESS123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

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

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

3. TERM:

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

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:
 - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent Contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
 - 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The 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. The 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 The 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. Assign ability: 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:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

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 the 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.

Submittal Checklist

- ☐ Response to RFP
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Proposal Form
- ☐ References

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:

Vance Creek Landscaping Maintenance
Company Name

4.16.14
Date

BRAD SCHUSTER
Name (Print or Type)

[Signature]
Signature

OPERATIONS MANAGER
Title

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



PROPOSAL FORM
2014.037 Landscape Maintenance

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.

Written Amount _____ \$ _____
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
E-mail Address	_____



PROPOSAL FOR LANDSCAPE MAINTENANCE

ADAMS COUNTY BUILDINGS

March 5, 2014





March 5, 2014

Jennifer Tierney, Contract Administrator
Adams County Government Center
Brighton, CO 80601

7065 E. 54th Place
Commerce City, CO 80022
tel: 303.288.2701
fax: 303.288.2715

www.valleycrest.com

RE: Adams County Buildings 2014 Grounds Maintenance Proposal

Dear Jennifer & Board of Commissioners,

ValleyCrest is pleased to submit a professional landscape proposal for the Adams County Buildings. After attending the pre-proposal conference and making visits to the properties, we have a better understanding of the scope of work required, the service expectations, and your budget requirements. As a trusted landscape caretaker, ValleyCrest is the maintenance partner of choice for municipalities throughout Colorado. No other company has a more thorough understanding of the many challenges involved in maintaining these types of properties.

The enclosed proposal was developed based on your feedback and will demonstrate how our skilled team will achieve your landscape goals and keep your properties looking their best. The following items are identified as a high priority. Our commitment and solutions are noted below and described in greater detail throughout this proposal with the intention of demonstrating the value and experience we can offer the county.

- **Attention to Detail** – Lack of focus in highly visible areas, shows an unkempt look and can reflect negatively upon the community. In order to provide thoroughness and quality in all aspects of our service, ValleyCrest plans for detail items including; timely pruning, regular edging, pulling/spraying weeds from beds and pots, blowing out curb lines and maintaining tree rings around trees as to not damage them with mowers and/or trimmers. This planning includes utilizing proven tools for mapping out and allocating time for these activities. By doing this up front in the bid process, senior management is held responsible for assigning the appropriate resources to do the job right, rather than ask the field staff to "learn on the fly" or work fast to meet an unrealistic deadline.

- **Proactive and Focused Communication** – Proactive communication is important and something you expect from your contractor. It shouldn't be your or the home owners' responsibility to bring issues/concerns to the attention of the landscape contractor. With ValleyCrest, you will have multiple sets of eyes, at various times each week, watching over the property to identify current issues and potential problems, as well as make recommendations on how to improve the property, protect plant material and/or reduce costs. Paul Lorenz, your dedicated Account Manager and his crew will ensure that you receive focused, proactive, and solution-driven communication pertaining to your property.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with ValleyCrest, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (303) 288-2701 or by email at BSchuster@valleycrest.com.

Sincerely,



Brad Schuster
Operations Manager

ValleyCrest History – National Qualifications

- ◊ Year Founded: 1949
- ◊ Corporate Headquarters: 24151 Ventura Blvd., Calabasas, CA 91302
- ◊ Phone: 818-223-8500
- ◊ Training Campus: ValleyCrest University, Calabasas, CA
- ◊ Ownership: Privately Held by the Sperber Family, 818-223-8500
- ◊ Annual Revenue: Over \$1 Billion
- ◊ Number of Employees: 10,200
- ◊ Dunn and Bradstreet Number: 06-625-4509

ValleyCrest Landscape Maintenance, Inc. a Colorado Corporation

- ◊ Date of Incorporation, January 3, 1972
- ◊ Colorado State I.D. Number, 082112.00-0
- ◊ Federal I.D. Number, 84-0617653
- ◊ Colorado Corporate I.D. Number, 871251562
- ◊ Member of ALCC, ALCA, PLANET, GREENCO, IA, AACS, BOMA, CAI, AAMD
- ◊ No State Union or State Franchise affiliations
- ◊ **Legal Company Name:** ValleyCrest Landscape Maintenance, Inc.
- ◊ **Branch Address:** 7065 E. 54th Pl., Commerce City, CO 80022
- ◊ **Branch Phone:** 303-288-2701
- ◊ **Branch Fax:** 303-288-2715
- ◊ **Business Entity Type:** Corporation
- ◊ **Days of Operation:** M-F 8:00am – 6:00pm (Account Managers are available 24 / 7, please refer to page 14 for 24Hr. Emergency Contacts)

A LANDSCAPE PLAN DESIGNED FOR YOUR PROPERTIES

Every property is different and thus has a unique set of maintenance needs. We evaluated Adams County Buildings and took into consideration the issues you identified to create the maintenance plan below designed to keep your property looking its best year-round.

[illegible]

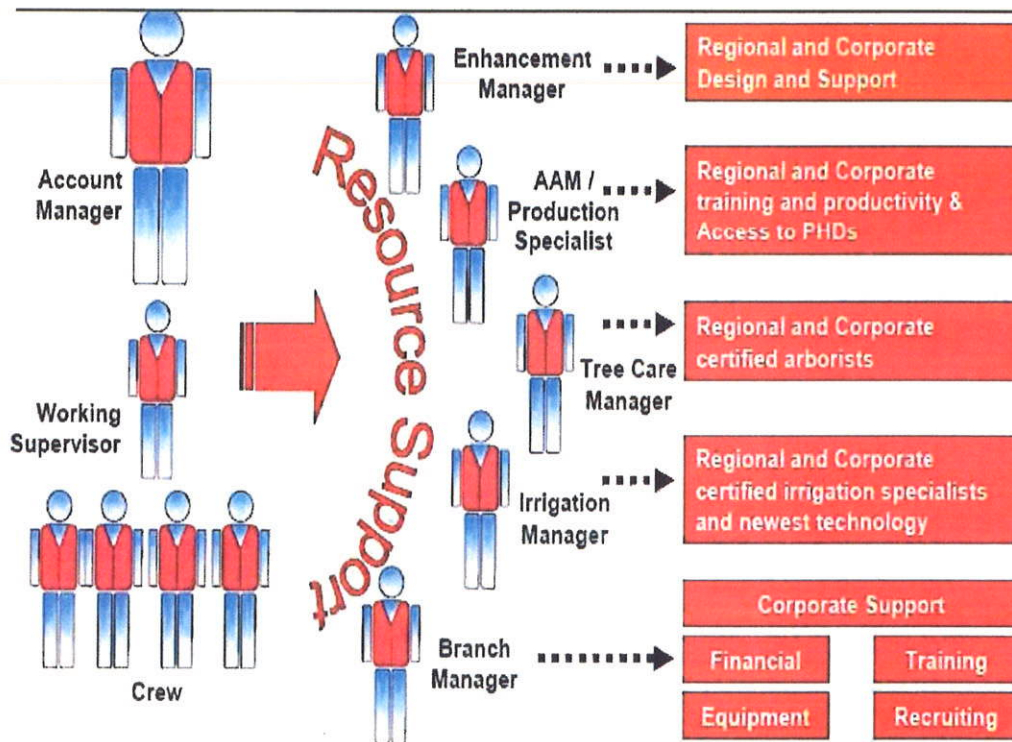
DEPTH OF RESOURCES

SPECIALIZED SERVICE TEAMS

Your property will be serviced by team members who are specialized in specific service areas. This means trained / experienced pruning crews, annual flower specialists, chemical application technicians and enhancement crews that are separate from the mowing crews. By utilizing this type of service specialization, employees that are the most skilled / experienced with certain tasks are the ones performing those tasks, which will equate to higher quality work, and great efficiency of service. Each week the same mowing / grounds policing teams will be onsite allowing for familiarity of the properties and consistency of service.

UNMATCHED RESOURCES AND SUPPORT

Along with industry proven horticultural professionals that will work directly with you on the proper care of your landscape, ValleyCrest has the best assembly of local and national resources. All of these resources will be available to make sure that any / all of your landscape related needs are met.



YOUR TEAM

The crew hand selected to maintain the Adams County Buildings have all the skills and experience necessary to meet your specific needs and expectations. Meet your team:

TEAM MEMBER	JOB TITLE
Brad Schuster 10 yrs. Industry Experience	Operations Manager – Certified Landscape Irrigation Auditor
Paul Lorenz 20 yrs. Industry Experience	Account Manager
Jorge Abundez 6 yrs. Industry Experience	Irrigation Account Manager – ABPA Backflow Inspection Certified
Ricardo Baylon 11 yrs Industry Experience	Field Operations Manager



Brad Schuster, Operations Manager



Paul Lorenz, Account Manager



Jorge Abundez, Irrigation Account Manager



Ricardo Baylon, Field Operations Manager

RESPONSIVE COMMUNICATION

- We will keep you informed when addressing unknown factors that occur from Mother Nature
- You will have 24/7 access to your Account Manager, Paul Lorenz, by telephone (303) 994-8977 and email PLorenz@valleycrest.com. Our gardeners and irrigation specialists are also available around the clock.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation.
 - All safety hazards will be resolved at the time we are notified.
 - You can expect a response and proposed solutions to after-hours emergencies within two hours or less
 - The following are your 24-hour emergency contacts.

Paul Lorenz	Account Manager	(303) 994 8977
Brad Schuster	Operations Manager	(303) 591 8532
Jorge Abundez	Irrigation Account Manager	(303) 994 7465
Ricardo Baylon	Field Operations Manager	(303) 288 2701



EXPERIENCE THE DIFFERENCE IN QUALITY

We strive to be the landscape service provider of choice in the Denver metropolitan area. In large part, our ability to offer unmatched quality to our customers has been attributed to the tools and systems we have developed over our 60-year history. The primary systems that support our quality standards include:

COMMUNICATION SYSTEMS

Proactive communication that allows us to be highly responsive to emergencies, special requests and acts of nature

QUALITY EVALUATIONS

Management led evaluations that ensure our internal quality standards are met and our employees can achieve continuous improvement

CUSTOMER SATISFACTION

Empirically measured customer satisfaction that is taken seriously. Our goal is 100% satisfied customers

TRAINING PROGRAMS

Intensive skills, customer relations, and quality training ensure our team can consistently exceed your expectations

SAFETY STANDARDS

Training and incentive programs ensure your property remains hazard free and our employees can return home safely.

TRAINING YOUR TEAM TO EXCEED YOUR EXPECTATIONS

We understand that well trained and tenured team members provide outstanding quality and customer service. To that result, our Gardener training program is designed around ValleyCrest's core values as depicted below. Every Gardener on your team is required to complete our certification program which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

Gardeners are offered training to progress along a career track within ValleyCrest. We have found that our career progression opportunities and training motivates our team members to perform at their peak and remain committed to our company and our customers.



A SAFE COMMUNITY AND WORKPLACE IS OUR PRIORITY

The safety and well being of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

PRESERVING A SAFE ENVIRONMENT

- Criminal background checks
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- ValleyCrest logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

CREW SAFETY

- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls



SAFETY RULES

It is a company objective to provide a safe, healthy and satisfying work environment. Your safety, the safety of your fellow workers and the general public requires that you make safety a priority while performing your work. This means that all employees must:

- Actively participate in safety meetings.
- Report all injuries, accidents and close calls immediately to a supervisor - no matter how minor!
- Always wear the proper personal protection equipment (PPE).
- Never perform a job that is unsafe – notify a supervisor or safety officer immediately of the unsafe condition.
- **LEARN AND FOLLOW ALL SAFETY RULES!**

General Safety Rules

1. Employees shall, at all times, work with sufficient focus and attention so as to avoid injuring themselves and others or causing damage to property, equipment or vehicles.
2. Possession and/or use of alcohol or narcotics during the work day or working under the influence of alcohol or narcotics are strictly prohibited. Violation of this rule could result in termination.
3. Report all accidents/ injuries / incidents to your supervisor or to the office immediately, whether or not medical treatment is required.
4. Any potentially unsafe act or condition must be reported to your supervisor immediately, and should be discussed before starting or continuing to work.
5. A full burlap shall always be lifted, carried or moved by two persons.
6. When preparing to lift an object, assess the load. If load is over 60 pounds, get help or use a lifting device. Use proper lifting techniques. Lift with the back straight and legs bent. Nursery employees should secure back belts tightly to help properly position the lower back while bending and lifting.
7. When assisting a person whose injury results in bleeding, employees should protect themselves against bloodborne pathogens by wearing latex or vinyl gloves and observing universal precautions.
8. Good housekeeping is to be maintained at all facilities and in all company vehicles.
9. Smoking is prohibited on company property unless it has been specifically designated as a smoking area.
10. Horseplay is not permitted at any time.
11. All employees are assigned specific job responsibilities, which have accompanying work areas. No employee shall venture into, loiter, observe or work in unassigned areas. Employees shall not enter into certain areas that may be posted "Authorized Personnel Only". Such areas include, but are not limited to: chemical storage areas, loading areas, box assembly areas and pesticide spray areas. Only those employees with specific authorization are allowed to enter these areas.
12. Unauthorized non-employees are not permitted into any company work area.

Personal Protective Equipment Safety Rules

13. ANSI approved eye protection (safety glasses, goggles, face-shields) shall be worn when required by jobsite specifications, task specifications or when a hazard is present.
14. Hearing protection devices must be used when operating any power equipment. Music/audio earphones are not allowed while working.
15. All employees shall wear safety vests during the workday when engaged in outdoor operations. Class III vests shall be worn in heavy traffic areas or as mandated by State regulations.
16. Tear-away safety vests are required for Tree Care Services operations when working in and around traffic areas on the ground.
17. An automatic inflatable life vest is required for any work near lakes, retention ponds or bodies of water where our employees are working in, near or above water and there is the potential for unsafe footing, slips, or falls. A life vest is also required any time an employee is working alone near water.
18. All field employees shall wear appropriate work boots at all times when engaged in field and shop operations. Good tread is required on the soles of the boots to prevent slips and falls. Sneakers or casual shoes are not allowed. VCM operations require safety toe work boots for all crew members including Account Managers and mechanics. VCG requires safety toe work boots for mechanics.
19. Employees responsible for mixing, handling or applying chemicals must follow the instructions on the labels/MSD sheets and wear the appropriate Personal Protection Equipment (PPE), which may include, but is not limited to: a dust/mist mask, nitrile gloves, aprons, or tyvek suits.
20. A hard hat or recommended headgear shall be worn as required by jobsite specifications, task specifications or when a hazard is present that requires its use. Hard hats are to be worn on jobs when required by either the company or the client. Hard hats are always required when using a pole pounder, stake driver or chainsaw. Hard hats are also required when golf employees are working on a golf course during play.
21. Climbers shall wear climbing helmets with chin straps and use high visibility climbing ropes.
22. All personnel in the field must wear proper PPE, even if just observing.
23. Personal protective equipment shall be cleaned and inspected daily or at each use. Worn or defective PPE shall be replaced or repaired. Leaking or contaminated spray boots, nitrile gloves, and protective clothing that cannot be cleaned, shall be collected and disposed of in accordance with local, state, and federal guidelines. When personal protective equipment needs to be replaced or repaired, immediately notify your supervisor or branch safety officer. **Do not work without proper protection.**
24. Gloves are mandatory when engaged in blade sharpening, chemical application and when exposed to bloodborne pathogens (including while performing janitorial services), and may be required during operations as determined by your supervisor. Under no circumstances are employees allowed to handle needles that may be found on a jobsite or on a client's property.
25. Chaps shall be worn when using a chainsaw to perform arbor work on the ground.
26. Snake chaps shall be worn when working in tall brush where area is prone to snakes.

Vehicle Safety Rules

27. An employee shall have a valid driver's license and driving record that meets company policy in order to drive a company vehicle. Driver's license must be applicable to the State laws respective to residency and employment.
28. All personnel traveling in a motor vehicle shall be seated in an interior portion of the vehicle and shall wear seatbelts while the vehicle is in motion.

29. For off-road operations (on the jobsite), personnel may be transported in the bed of the vehicle provided that the vehicle remains off-road, does not exceed 5 mph, and any equipment being transported in the bed of the vehicle is firmly secured so as not to injure personnel. This practice is acceptable for off-road job sites unless restricted by the client. Only applicable for VCT nursery operations – no other division allows transporting of employees in the bed of trucks.
30. Safety cones shall be placed around trucks and trucks with towed units per company policies and as required by federal, state and or local requirements.
31. Drivers shall obey all local and state traffic laws.
32. Always use a spotter when backing up vehicles with towed units and when rear view is obstructed.
33. Never leave the keys in an unattended vehicle.
34. Smoking is prohibited when fueling a company vehicle.
35. Hands-free devices for cellular phones or similar electronic devices are required for all VCC drivers when operating a company-owned or leased vehicle. All drivers shall comply with local ordinances with respect to cell phone use.
36. Drivers are prohibited from using, texting or holding a cellular phone or any type of electronic device including GPS while vehicle is in motion.
37. All Commercial Motor Vehicles and any towed unit not attached to a towing unit shall be chocked when stopped and engaged in work.
38. All production vehicles must be equipped with a complete first aid kit (minimum size – 10 person kit) and a mounted 2.5 pound ABC fire extinguisher
39. "How's My Driving" decals are mandatory for all production vehicles.

Equipment Safety Rules

40. No employee may tamper with or disengage safety devices on any equipment. Violation of this rule shall result in termination.
41. All employees shall follow the company's "lock out / tag out" procedures before performing maintenance, adjustment or repairs to any equipment or electrical components.
42. Equipment is to be operated by authorized employees who have been instructed in the use and operation of the equipment and the proper safety protection for that equipment.
43. All construction and maintenance equipment must be started and operated from the driver's seat and not from the side of the equipment. Seat belts are mandatory and shall be used on any equipment with rollover protection (ROPs).
44. Only authorized employees who have received adjustment instructions will make running adjustments to an engine.
45. Employees must turn off the engine when it is necessary to touch any piece of equipment with moving parts, except the handle or the grass catcher on a mower.
46. Allow all power equipment to cool off before storing or servicing.
47. Whenever equipment must be left unattended, turn off the engine if it is powered and secure it by chains, cables or lockable means and remove keys.
48. No riders are permitted on any piece of equipment.
49. When removing or sharpening blades, disconnect wire from spark plug and wear kevelar gloves.
50. Use only ANSI approved ladders that have all required safety devices attached. Do not stand or sit on the top two steps and follow all manufacturers' instructions and warnings.
51. Store all sharp hand tools in sheath or scabbard when not in use.
52. All construction equipment, all vehicles/tractors and any mowing equipment with 72" capacity or larger shall be secured to the transporting unit by a 4-point restraining system (independent restraining devices). Any equipment with a boom (i.e., backhoe, etc) must also have an additional restraining device to secure the boom. All other equipment shall be appropriately secured.

53. Short handled gas shears are prohibited for use at any time and are not allowed on any company property or vehicle.
54. All chippers must have a minimum of one paddle for chipper operations.
55. When mowing on any surface with a vertical drop (i.e., retaining wall, etc.), you shall use a walk-behind mower, push mower and/or string trimmer within 10 feet from the edge of vertical drop.
56. No riding (seat provided) equipment is allowed within 10 feet of any body of water. A walk-behind mower, stand-on mower and/or string trimmer are the only pieces of equipment allowed inside the safety zone.
57. Any employee using a stand-on mower inside 10 feet of the water's edge (inside the safety zone) shall wear an automatic inflatable life vest and be trained on its use.
58. No mowing equipment is allowed on slopes greater than 15 degrees. Slope conditions steeper than 15 degrees shall be mowed utilizing equipment such as string line trimmers or Flymo-type trimmers.

Job Site Safety Rules

59. Pole pruners and pole saws shall be securely positioned, when hung in a tree during operations, to prevent dislodgement and so sharp edges are away and at or below the climber's waist. Pole pruners and pole saws should be secured with a rope or lanyard whenever possible.
60. Potentially dangerous conditions are to be properly barricaded and warning tape and/or signs shall be used.
61. An employee should keep a minimum distance of ten (10) feet from any piece of equipment while in operation and from vehicles or equipment being loaded or unloaded.
62. All employees shall follow OSHA's Safety Standards for working in or near excavations. In addition, our company mandates that a protective system be used in any excavation in excess of four (4) feet. A competent person must be available to evaluate the excavation where a reasonable hazard to the employee may be present.
63. No smoking while operating, working around and fueling equipment or mixing and applying herbicides, pesticides or fertilizer.
64. No employee is to store or transfer any material from or into an unmarked unlabeled container or package. Employees shall only handle marked or labeled material and also have appropriate MSD Sheet for such materials in their vehicle.
65. In case of an emergency, employees shall know their jobsite emergency procedures.
66. Always locate underground utilities before excavating or trenching to identify potential hazards.
67. When lowering tree trunks, a climbing rope and flip lines shall be used.
68. When using a chainsaw in a tree, the chainsaw shall be secured by a separate rope or lanyard that hangs free of the climber's body.
69. A prusik loop shall be used whenever foot locking.
70. When body thrusting, a climber shall be tied to or on belay.
71. Climbing spurs are not to be used for pruning operations.
72. Always disconnect power to controllers before working on them.
73. Always shut off water before disassembling irrigation controls and valves.
74. Water lines on the job site may contain unfiltered water and chemicals. **DO NOT DRINK THE WATER.**

SAFETY VIOLATION DISCIPLINE PROCEDURES

Failure to comply with safety policies, procedures, rules, guidelines or supervisors instruction not only places the offender at risk of injury, but can potentially place fellow workers and the company itself in considerable jeopardy. ValleyCrest Companies takes safety violations very seriously and has established a policy of progressive discipline to deal with offenders. Depending on the severity of the offense the company may, at its discretion, elect from a number of disciplinary options ranging from verbal warning to immediate termination. The details of this policy are outlined below. The goal of the company is to change unacceptable behavior by educating or "coaching" employees to find a way for them to comply with these expectations. If unacceptable behavior continues after a coaching session, an employee is subject to stronger actions, such as:

- Written warnings
- Suspension
- Termination

The company reserves the right to use stronger actions depending on the severity of the infraction, which may lead to an immediate written warning, suspension or termination. All disciplinary action documentation will be kept in the individual's personnel file for a period of one year from the time of infraction.

Management and Supervisory personnel (foreman and above), shall be subject to disciplinary actions for the following reasons:

- Repeated safety rule violations by their employees
- Failure to provide adequate training prior to job assignment
- Failure to report accidents and or provide adequate medical attention to employees who are injured on the job
- Failure to control unsafe conditions or work practices
- Failure to maintain good housekeeping standards and cleanliness on their jobsites or facilities
- Failure to comply with the safety standards of the company and the industry
- Failure to follow proper safety and health standards placing themselves and others at risk
- Failure to apply the proper quality control standards to hazards placing people and the environment at risk

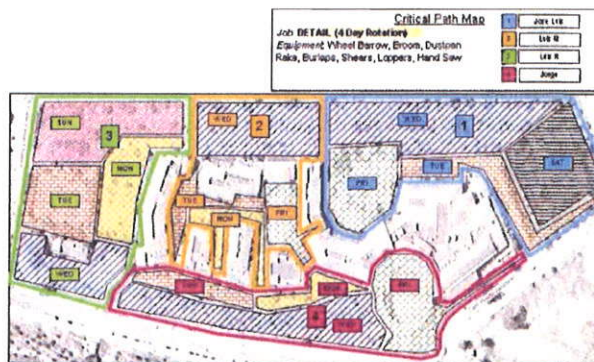
Every employer shall provide a safe and healthful working environment. Equally as important, every employee shall comply with the employer's supervision, safety and health standards and procedures. The employer and the employee can be in violation of the law if they fail to do so.

CONSISTENCY IN QUALITY EFFICIENTLY DELIVERED

Our goal is to consistently offer the best value in the marketplace by providing unmatched service, a customized approach focused on your specific priorities and a well maintained landscape you and the community are proud of – all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers' expectations include:

- **The industry's top talent** – When selecting teams for each property, we match the specific landscape needs with our most appropriately experienced talent. At ValleyCrest, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all encompassing training program that ensures our crews perform at their peak year round.
- **State-of-the-art equipment** – Our crews operate high quality and well maintained equipment and are trained to use the most effective tool for each task on your property. The result – a better end product achieved with greater efficiency and fewer injuries.
- **Horticultural excellence** – Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.
- **Innovation** – Lead or follow; we choose to lead. ValleyCrest seeks out and tests the latest technology so we can help our customers reduce operating costs, benefit from greater efficiencies and have all around healthier and higher performing plant material.
- **Systematic operations** – We deploy ValleyCrest's Production System (VPS) to ensure our crews focus on your priorities and important details are not overlooked. In our process, we design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities.
- **Continuous improvement** – We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.

Macro view of work is converted into daily work schedules complete with micro level path of motion maps.

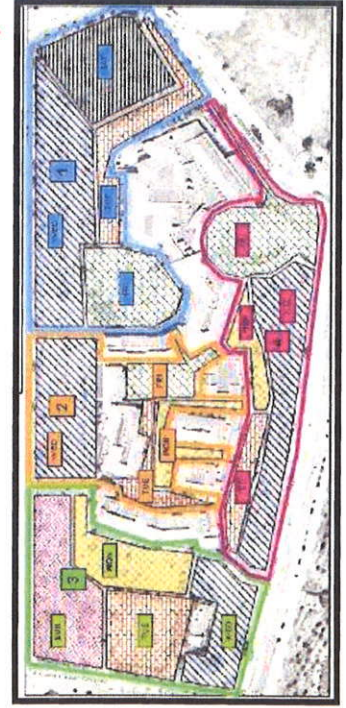


VALLEYCREST LANDSCAPE MAINTENANCE TRANSITION PROCESS

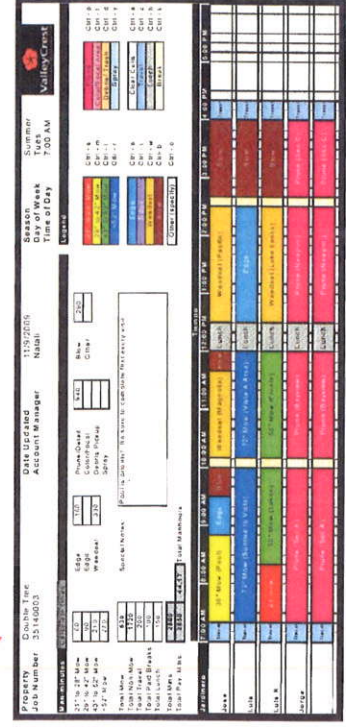
By determining our approach to a property up front before we begin providing service, we can ensure that we are prepared, and can provide a seamless transition with the Grounds Maintenance. The Gantt Chart(s) reflect our path of motion, to assist us with maintaining the property in the most efficient and consistent way.



Path of Motion



Gantt Chart



**COMMUNICATION
CATERED TO YOUR STYLE**

To ensure a successful partnership, effective communication is one of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

PROACTIVE COMMUNICATION

- Walk your property with you to continually be aware of your priorities
- Supply staffing, irrigation and horticultural schedules weekly
- Report our daily maintenance activities as often as you prefer
- Provide digital photos to verify technical issues, damage and plant and tree health

[illegible]

REFERENCES

Name of Company	Commerce City		
Address	6060 E Parkway Dr, Commerce City, CO 80022	Phone Number	303-289-8166
Fax Number	303-289-8195	Email Address	tjaramillo@c3gov.com
Name of Project	104 th Ave Medians & Prairie Gateway	Contract Amount	\$128,000
Contact Person's Name	Tony Jaramillo		

Name of Company	Denver Public Schools		
Address	900 Grand St, Denver, CO 80249	Phone Number	720-423-7603
Fax Number		Email Address	William_Stewart@dpsk12.org
Name of Project	Evie Dennis Campus	Contract Amount	\$66,000
Contact Person's Name	Bill Stewart		

Name of Company	Reunion Metropolitan District		
Address	8390 E Crescent Pkwy, Ste 500, Greenway Village, CO 80111	Phone Number	303-288-5431
Fax Number	303-288-7597	Email Address	mmurray@reunionmetro.org
Name of Project	Reunion Metropolitan District	Contract Amount	\$69,000
Contact Person's Name	Melissa Murray		

COMPETITIVE PRICING

We are committed to fulfilling the specific grounds maintenance needs of the Adams County Buildings while providing the service you expect at a price that fits your budget. ValleyCrest Landscape Maintenance will provide the following competitive pricing per specifications as noted in the Landscape Plan on page 6.

Adams County Government Center Yearly Fee	\$15,545.00
Adams County Western Service Center Yearly Fee	\$3,598.00
Adams County Justice Center Yearly Fee	\$9,182.00
Adams County District Attorney Building Yearly Fee	\$4,947.00
Strasburg Service Center Yearly Fee	\$6,552.00
Yearly Total	<u>\$39,824.00</u>

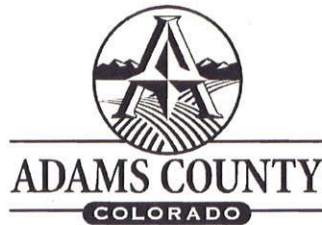
Base Management pricing includes:

- Mow, Trim, Edge and Blow Turf
- Native Mowing
- Weeding & Detailing of Beds

The following optional services can be provided at the pricing as noted below.

SERVICE	FREQUENCY/YEAR	PRICE/OCCURRENCE	TOTAL PRICE/YEAR
Irrigation repair	As needed	\$55.00/hr. – not to exceed \$500 per occurrence incl. labor + materials without prior approval	TBD





PROPOSAL FORM
2014.037 Landscape Maintenance


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.

THIRTY NINE THOUSAND EIGHT HUNDRED & TWENTY FOUR DOLLARS \$ 39,824.00
Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
If None, Please write NONE.

VALLEYCREST LANDSCAPE MAINTENANCE	3/5/14
Company Name	Date
7065 E. 54TH PLACE	
Address	Signature
COMMERCE CITY, CO 80022	BRAD SCHUSTER
City, State, Zip Code	Printed Name
	OPERATIONS MANAGER
County	Title
303-288-2701	303-288-2715
Telephone	Fax
bschuster@valleycrest.com	
E-mail Address	

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:

Valley Crest Landscape Maintenance
Company Name

3.5.14
Date

BRAD SCHUSTER
Name (Print or Type)

[Signature]
Signature

OPERATIONS MANAGER
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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
ValleyCrest Landscape Maintenance

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
PO Box 57515

City, state, and ZIP code
Los Angeles, CA 90074-7515

List account number(s) here (optional)

Requester's name and address (optional)

Part III Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
8	4		0	6	1	7	6	5

Part IV Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Michelle Cannon* Date ▶ *8.5.13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.