

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 14 day of July 2015, by and between the Adams County Board of County Commissioners, located at 430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and GSCO, Inc., dba Grounds Service Company, located at 481 East 66th Avenue, Denver, Colorado 80229, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached IFB 2015.505 and the Contractor's response to the IFB 2015.505 Blight Violation Services attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.

3.2. 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.

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 fifty thousand dollars (\$50,000):

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

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, 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. WARRANTY:

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

Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

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

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written

consent of the County.

- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Neighborhood Services Department
Contact: Andrea Berg
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6960
E-mail: aberg@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6297
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: GSCo. Inc., dba Grounds Service Company
Contact: Randy Dzaman
Address: 481 East 66th Avenue
City, State, Zip: Denver, Colorado 80229
Phone: 303.455.5566
E-mail: randy@groundsvco.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless

otherwise terminated in accordance with the terms contained herein.

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

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

12. CHANGE ORDERS OR EXTENSIONS:

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

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

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

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

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

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

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

13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

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

The remainder of this page is left blank intentionally.

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

Adams County Manager

Todd Leopold Date 7/14/15

GSCo. Inc dba Grounds Service Company

Randy Dzeman Date July 8, 2015

Randy Dzeman Title Manager/Set, GSCo Inc

Attest:

Stan Martin, Clerk and Recorder Channa
Adams County Deputy Clerk

Approved as to Form: D. Coest
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

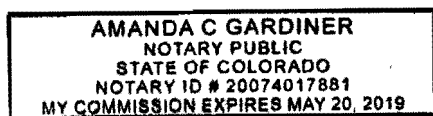
COUNTY OF Arapahoe

STATE OF Colorado)SS.

Signed and sworn to before me this 8th day of July, 2015,

by Randy Dzeman,

Amanda Gardiner
Notary Public



My commission expires on: 5-20-2019

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:

Grounds Service Co
Company Name

July 8, 2015
Date

Randy L Dzman
Signature

Randy L Dzman
Name (Print or Type)

Manager/Secy GSCo Inc
Title

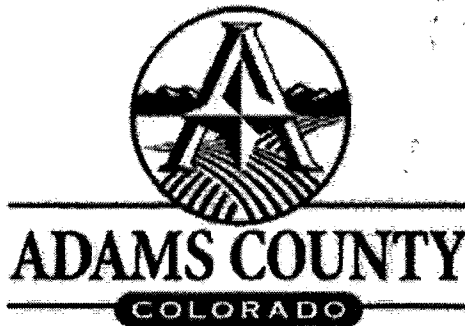
Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A



GSCo. Inc dba Grounds Service Company
481 East 66th. Avenue
Denver CO 80229
303-455-5566

Proposal for
Adams County



2015.505
Blight Violation Services

June 01, 2015

ORIGINAL

EXHIBIT A

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:

GSCO Inc dba Grounds Service Company

06-01-2015

Company Name

Date

Randy Dzaman

Name (Print or Type)


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

EXHIBIT A



Blight Violation Services 2015.505

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 bid is hereby submitted.

BLIGHT VIOLATION ABATEMENT SERVICES			
Labor Rates per person for mowing, trimming, and trash removal - 1 hour minimum and then 15 minute increments	Qty	Price	Price for Federally-funded projects (Davis-Bacon wages)
Foreman or Supervisor		\$	\$
Crewman or Laborer or Operator		\$	\$
		\$	\$
		\$	\$
Trash Removal Services & Dump Fees	Qty	Price	
Price per cubic yard		\$	
Passenger tires no rim		\$	
Passenger tires with rim		\$	
Light truck tires no rim		\$	
Light truck tires with rim		\$	
Large tires no rim		\$	
Large tires with rim		\$	
Batteries		\$	
Appliances	*	\$	
Furniture	See	\$	
Dumpster fees		\$	
Disposal fees	Addendum	\$	
		\$	
	# 1 - new pricing list follows	\$	
		\$	

EXHIBIT A

Equipment Rental	Qty	Price	
Tractor with front bucket		\$	
Tractor with mowing deck		\$	
String trimmer for trimming		\$	
Riding or walk behind mower		\$	
5 cu. yard dump truck for hauling		\$	
Skid steer front end loader		\$	
Pressure washer for graffiti removal		\$	
		\$	
		\$	
		\$	
		\$	
Minimum Service Charge		\$	
Minimum Charge if Unable to Perform Service for the County		\$	
		\$	

NUMBER OF STAFF: 33

YEARS OF EXPERIENCE: 27 as corp; 33 as service comp.

PLEASE ATTACH A LIST OF EQUIPMENT AVAILABLE TO COMPLETE THE WORK

list follows

EXHIBIT A

BLIGHT VIOLATION ABATEMENT SERVICES		
Labor Rates per person - 1 hr minimum and then 15 minute increments	Qty	Price
Foreman or Supervisor	1	\$ 35.00
Crewman or Laborer or Operator	1	\$ 30.00
Equipment operator @ negotiated rate		\$
		\$
Trash Removal Services	Qty	Price
Price per cubic yard	1	\$ 10.00
Passenger tires no rim	1	\$ 1.00
Passenger tires with rim	1	\$ 3.00
Light truck tires no rim	1	\$ 2.00
Light truck tires with rim	1	\$ 4.00
Large tires no rim	1	\$ 5.00
Large tires with rim	1	\$ 9.00
Batteries	1	\$ 2.50
Appliances	1	\$ 5.00
Furniture	1	\$ 5.00
		\$
		\$
Dumpster Fees	Qty	Price
30 yd Roll Off	1	\$ 375.00
30 yd Roll Off	Market Rate	\$ Receipt + 20%
Equipment Rental - No Operator	Qty	Price
Tractor with front bucket	1	\$ 25.00
Tractor with mowing deck	1	\$ 25.00
String trimmer for trimming	1	\$ 5.00
Riding or walk behind mower	1	\$ 10.00
5 cu. yard dump truck for hauling	1	\$ 35.00
Skid steer front end loader	1	\$ 40.00
Pressure washer for graffiti removal	1	\$ 30.00
		\$
		\$
Minimum Service Charge		\$ 100.00
Minimum Charge if Unable to Perform Service		\$ 50.00

EXHIBIT A

Grounds Service Company - Equipment List 2014

Aerator	Mowers	Trailers	Trucks
RYAN AERATOR IV	21" Honda	8X20 5TH WHEEL(80-MAC)	Truck 102-2001 Chevy 1/2T 4x4
RYAN AERATOR V	21" Honda	6X16 MAINT(83-HMD)Short tung	Truck 103-2000 GMC 1/2T 4x4
BLUEBIRD AERATOR	21" Honda	6X16 MAINT(84-HMD)	Truck 104-2001 Ford 3/4T 4x4
TOWABLE AERATOR	21" Honda	4.5X10 TILT(83BUT)	Truck 105- 1993 GMC 1T 4x4
HUSQUARNA HTC	21" Honda	5.5X12 TILT(77BUT)	Truck 106 - 2005 Chevy 1T 4x4
RYAN AETATOR	21" EXMARK FJ180V	7.6X16 EQUIP(96SUP)	Truck 107- 2003 Chevy 1-/2T 4x4
BLUEBIRD 16" SOD CUTTER	21" EXMARK FJ180V	6X18 MAINT(2007)tall wall	Truck 108 - 2001 GMC 1/2T 4x4
BLUEBIRD 16" SOD CUTTER	30" EXMARK EXM-59-1477	20X8 TAYLOR	Truck 109 - 2001 GMC 1/2T 4x4
ATV	36" GREAT DANE	6.8 x 23" DV Superior Blue	Truck 110 - 2003 Chevy 3/4T 4x4
ATV1 -Suzuki Kingquad 750	36"GREAT DANE Walkbehind	8 x 25' DV Superior Yellow	Truck 111 - 2001 GMC 1/2T 4x4
ATV3 - Suzuki Kingquad 750	48" Wright Stander		Truck 112- 2013 Chevy 3/4T 4x4
	48" Wright Stander		Truck 113- 2013 Chevy 3/4T 4x4
	48" GREAT DANE	Trimmers	Truck 114- 1999 GMC 1/2T 4x4
	48" GREAT DANE	Back Pack TM1-Shin	Truck 115- 03 Chevy 4x4 1/2T
	36" ENCORE	Back Pack TM11-Shin	Truck 116- 2001 Chevy 1/2T 4x4
Blowers	36" ENCORE	Back Pack TM12-Shin	Truck 117 - 2002 Chevy 3/4T 4x4
SHINDAIWA BLOWER EB2510	48" GREAT DANE	Back Pack TM13-Shin	Truck 118 - 2008 Ford F550XL 4x4
SHINDAIWA BLOWER EB2510	52" WRIGHT STANDER	Back Pack TM14-Shin	Truck 119 - 2007 Chevy 3/4T 4x4
HUSQUANRNA BLOWER	61" WRIGHT STANDER ZK 31	Back Pack TM15-Shin	Truck 120 - 2014 Chevy 3/4T 4x4
REDMAX BLOWER EBZ77150	61" WRIGHT STANDER ZK 31	Back Pack TM16-Shin	Truck 202- 2005 Chevy C5500
REDMAX BLOWER EBZ77100	61" TORO 74551	Back Pack TM17-Shin	Truck 203- 2005 Ford F450 Flatbed
REDMAX BLOWER EBZ77150	6' ALAMO MOWER	Back Pack TM2-Shin	Truck 204-2004 Chevy 3/4T 2x2
REDMAX BLOWER EBZ7500	RINO 6' MOWER	Back Pack TM3-Shin	Truck 206- 2004 Chevy 1T Dump
HUSQUANRNA BLOWER	6' ALAMO MOWER	Back Pack TMS5-Shin	
REDMAX BLOWER	BILLY GOAT BRUSHCUTTER	Back Pack TM6-Shin	
SHINDAIWA BLOWER		Back Pack TM7-Shin	
		Back Pack TM8-Shin	
	Sprayers & Fert Spreaders	Hedge Trimmer TM30- Echo H	Tractors
	2500PSI Pressure Washer	Hedge Trimmer TM31- Echo H	KUBOTA MX 5100 4X4
	2500PSI Pressure Washer	Hedge Trimmer TM35- Echo T	KUBOTA L4850 4X4
Chainsaws	Elec. Spray Rig 100 GAL	Hedge Trimmer TM36- Echo H	BOBCAT 853 SKID LOADER
Shindaiwa chainsaw 488	Broyhill 100Gal Sprayer	Hedge Trimmer TM37- Echo T	BOBCAT S300 SKID LOADER
Husqvarna chainsaw	Gravelly Walk Behind	Hedge Trimmer TM38- Echo H	JOHN DEERE 710-D LOADER
Craftsman chainsaw	UDO - 28" Spray, brass nozzles	Hedge Trimmer TM39	TORO 580D
Stihl chainsaw	Transfer Tank - 100 gal	Straight Shaft Honda	TORO 580D
Echo chainsaw	JOHN DEER Sprayer	Straight Shaft ST-9	TORO 325D 4X4
Stihl chainsaw	Cushman Boomless Sprayer	Straight Shaft ST-1	61" Cheetah-Z KAW 850FX
ProPruner	Snow Equipment	Straight Shaft ST-2	Jacobsen 571LG
Shimdiawa 488 18" chainsaw	BUYERS 8' SNOW PUSHER	Straight Shaft ST-3	BOBCAT S770 Skidsteer - 2011
Shindiawa chainsaw 488	ATV Plow	Straight Shaft ST-4	Lesco 60" Rider
SHQ 488	ATV Plow	Straight Shaft ST-5	2008 Suzuki Kingquad 750
Stihl chainsaw	ATV Plow	Straight Shaft ST-6	2009 Suzuki Kingquad 750
	ATV Hopper Spreader	Straight Shaft ST-7	Ventrac 4200 Turbo Diesel
Edgers	54" LB540 Broom	Straight Shaft ST-8	Ventrac 4200 Turbo Diesel
John Deere Edger	54" LB540 Broom	Straight Shaft ST-9	Ventrac 4200 Turbo Diesel
MCLANE EDGER	HB580 Power Broom	Straight Shaft ST-10	Ventrac 3200
MCLANE EDGER	HB580 Power Broom	Straight Shaft ST-12	Ventrac 3200
MCLANE EDGER	TORO Power Broom 36"		Ventrac 4200 Diesel
STIHL EDGER	TORO Power Broom 36"		
Kee Edger	TORO Power Broom 36"		
Kee Edger	TORO Power Broom 36"		
Kees Edge	TORO Power Broom 36"		
	TORO Power Broom 36"		

Additional Information:

Equipment prices can be with or without operator.

Hourly Rate includes one man, pick-up truck and one machine

Additional Laborers if required will be billed at 35.00/HR or as negotiated

More detailed pricing list is available upon request.

Highlighted equipment will be dedicated to Blight Violation Services



EXHIBIT A
Grounds Service Co.
Landscape, Construction and Year Round Maintenance

June 01, 2015

Purchasing Manager
Adams County Government Center
4th Flr- C4000A
4430 S. Adams County Parkway
Brighton CO 80601

Re: **2015.505 Blight Violation Services RFP**

Introduction-

Abatement Services – Code Enforcement

GSCo Inc, dba **Grounds Service Company**, would like to thank you for the opportunity to submit our proposal for professional services for City of Arvada related to: BID NO. 2015.505. We want you to know that we remain committed to **Best Management Practices** in all aspects of our operations. We appreciate this opportunity to reintroduce ourselves and look forward to a working relationship with your city in the future.

Grounds Service Company was established in 1982 and incorporated as GSCo Inc. in 1988. Grounds Service Company has done work for many private and public entities over the years. We specialize in all aspects of commercial property maintenance including landscape, janitorial, trash removal, snow removal, and construction. Our company works with several metro-area municipalities for code enforcement abatement services on private properties.

Background

Grounds Service Company has been providing Abatement Services since 1982. In the past 30 years, we have developed the experience and expertise to effectively mitigate weeds using hand tool work, tractor mowing and pesticide spraying. As well, we have established the most operative ways of removing trash, graffiti and debris. We are licensed with the Colorado Department of Agriculture for commercial weed spraying, are fully insured, participate in the Department Program for Public Contracts for Services and are in good standings with the Secretary of State of Colorado.

We have over twenty company owned trucks, including dump trucks for debris removal, tractor mowers of various sizes for large vacant lot abatements, 150 gallon chemical application sprayers and large supply of hand tools including weed trimmers. All equipment is regularly inspected for proper function and is open for your inspection at any time. We staff an in-shop mechanic. Additionally, whenever Grounds Service Co is awarded a contract, we acquire any additional equipment necessary to effectively maintain that contract.

EXHIBIT A

Experience

Grounds Service Company has a proven track record providing abatement services and currently provides services to Adams County, the City of Boulder, Westminster and Wheatridge Townships, City of Lakewood, City of Englewood, Arapahoe County and the State of Colorado. These services include weed and brush abatement for code enforcement on commercial, residential, Town Right of Ways and undeveloped tracts of land using tractor preventive herbicide mowers and hand tools. Our personnel take special care while on private property.

Safety to employees and the public is Grounds Service Company's first priority. To maintain a safe environment all vehicles will be equipped with proper safety lighting, signage, and safety cones. All employees will be wearing safety vests at all times, they will wear goggles for herbicide applications and protective gloves for clean-up. Pedestrians will be at a safe distance before all aspects of mechanical and chemical weed control commences.

We use a variety of cultural practices in dealing with water runoff which we have developed in all aspects of our company working with herbicides and fertilizers to reduce the potential of contaminated runoff. We are fully aware of special concerns while applying weed control in native land areas and ROWs, such as detention ponds, storm ditches, culverts and any other sources of ground water and we use BPMs (Best Management Practices) applicable to the sites. As a company, we make every effort possible to be in compliance with all state and federal regulations, and strive to be environmentally friendly.

Summary

At Grounds Service Company, all our managers and custodial technicians are equipped with cell phones; our office phone is staffed during business hours and is equipped with after hour emergency page-out ensuring that company personnel will be available 24 hours a day to assist with any needs, basic or urgent, that may arise in relation to this contract.

Grounds Service Company currently maintains membership with a variety of professional and trade associations such as Green Co, Associated Landscape Contractors of Colorado, Colorado Association of Lawn Care Professionals, Home Builders Association of Metro Denver and the Community Association Institute. We are licensed and insured. Our business manager utilizes electronic detailed service invoicing, including digital property documentation and electronic billing. Our key personnel have extensive experience and knowledge working with city governments both out in the field and in the office.

Sincerely,



Steven L. Butler

President

Grounds Service Company

Steven L. Butler

EXHIBIT A

President

Entrepreneur- 1982 Started Grounds Service Company

Objectives

Continually striving to improve my business model – be innovative in all aspects of management, technology, environmental sustainability, efficiency, education and leadership.

Education

Arapahoe Community College

Business Management

Financial management

Leadership and business management CEU

Colorado Department of Agriculture

Herbicide application seminars

Horticulture/arborist seminars & training

Skills

- Welder
- Colorado CDL license
- LRT Safety Training Certification

Experience

President

GSCO Inc, dba Grounds Service Company 1988 to present

- Oversight of day to day operations for a 30+ employee company.
- Financial management - budget
- Tax, insurance and accounting decisions
- Equipment acquisition
- Sales and expansion business decisions
- Customer relations

Owner-Operator

Grounds Service Company 1982 to 1988

- Operate all forms of landscape maintenance, construction and snow removal equipment
- Project management
- Sales, customer service,
- A/R, A/P and marketing

Memberships

- CALCP- Colorado Association of Lawn Care Professionals
- Associated Landscape Construction of Colorado

EXHIBIT A

Randy Dzaman

Operations Department Manager

Objectives

Provide efficient, cost-effective project management in day-to-day operations of GSCO, Inc.

Skills

- Carpenter
- Heavy equipment operator
- Strategic planning
- Sales/public relations
- LRT Safety Training Certification.

Experience

Ops Manager

GSCO Inc, dba Grounds Service Company

1988 to present

- Project manager for RTD Custodial, Snow Removal contracts
- Weed & Field manager
- Property Maintenance
- Contract manager

Journeyman carpenter- supervisor

Hensel Phelps, Morrison - Knudsen

1982 to 1988

- Highway construction projects – apprenticeship program
- High/low rise construction carpenter

Account Executive

T.V. Fanfare

1979 to 1982

- Sales representative – national publication grocery chains
- Inside/outside sales rep

Helicopter Crew Chief

United States Army

1979 to 1982

- Honorable discharge
- Security Clearances
- Chief- supervisor for helicopter crew
- Helicopter maintenance and training

Memberships

- CALCP- Colorado Association of Lawn Care Professionals
- Associated Landscape Construction of Colorado

EXHIBIT A

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GSCO, Inc

2 Business name/disregarded entity name, if different from above
Grounds Service Company

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) **P**
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) # _____
 Note: For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applied to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.)
481 East 66th Avenue

6 City, state, and ZIP code
Denver CO 80229

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Notes: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number									
8	4	-	1	0	9	1	7	5	4

Part II 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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person **Maureen Kelly** Date **Jan 02, 2015**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (miscellaneous types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien); to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT A

ADDITIONAL REQUIRED INFORMATION

REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor is currently or has, in the past, completed service for:

Company Name	Adams County - Blight Services Division
Address	4430 S. Adams County Prkwy
Reference Name	Ed Rodriguez Kerry Gress
Telephone Number	720-523-6235

Company Name	Westminster Code Enforcement
Address	9110 Yates St Westminster CO 80031
Reference Name	Bob Krugmire or Karla Burnick
Telephone Number	303-658-2181 / 303-658-4432

Company Name	Arapahoe County Code Enforcements
Address	6924 S. Lima St Centennial CO 80012
Reference Name	Mary Zaitz
Telephone Number	720-874-6710

Note: Adams County reserves the right to contact any organization for which the Vendor has provided services, regardless of the Vendor's use of the organization as a reference.

EXHIBIT A



Blight Violation Services 2015.505

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING:

Addendum # One Addendum # None Addendum # none
 If None, Please write NONE.

Grounds Service Company	5-25-15
Company Name	Date
481 E. 66th Ave	
Address	Signature
Denver CO 80229	Randy Dzaman
City, State, Zip Code	Printed Name
Adams County	Operations Manager
County	Title
303-455-5566	303455-5570
Telephone	Fax
Randy@groundsvco.com or mkelly@groundsvco.com	
Email Address	

EXHIBIT A

ADAMS COUNTY FORMAL INVITATION FOR BID 2015.505

ADDENDUM #1 BLIGHT VIOLATION SERVICES

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

BID ISSUANCE
Date: May 11, 2015

QUESTIONS
Written questions will be accepted through May 18, 2015
Questions must be submitted by email to AForristall@adccgov.org
An Addendum to answer submitted questions
will be issued no later than May 25, 2015

BID OPENING
Date: June 1, 2015
Time: 2:00 p.m.
Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601



EXHIBIT A

ADDENDUM #1

Answers to submitted questions for IFB 2015.505 Blight Violation Services for Adams County:

- 1) **Is travel time to and from the job paid at crew rates or is it included in hourly rate?**
 - A) Included in hourly. No travel time paid to and from jobs.
 - a) **Is a mobilization or set up fee allowed?**
 - A) No mobilization or set up fees allowed at this time.
 - b) **How is time compensated when travelling to and from disposal sites?**
 - A) Cost of doing business for the vendor. Normally, crews remain behind while others go dump if it is a large job. Number of employees at site needs to be modified while one or two are off to the dump.
 - c) **Do hourly rates include all travel and set-up time for the abatement job?**
 - A) Yes, they should. See #1a above.
- 2) **Are the equipment rates with or without operator?**
 - A) Normally without. Hourly rate for the operator and use rate for the equipment, as in getting charged for number of mowers, blowers, etc.
- 3) **What are the Davis-Bacon act wage rates/scale for the types of labor classifications this contract requires for Adams county?**
 - A) After much consideration, Davis-Bacon wage requirements will not be utilized or considered for this work or this bid at Adams County. Therefore, a new Price Sheet is attached for the bid opening. Please use this Price Sheet to submit your bid to the County.
- 4) **Are dump fees invoiced at the cubic yard bid rate or is the disposal site fee the invoice amount and is a markup allowed?**
 - A) Copy of the invoice should be provided as part of the bill for services rendered per parcel. My understanding is that the dump charges by volume AND weight. A certain percentage markup is allowed by the contract.

The bid opening date and time remain the same.

End of Addendum #1

EXHIBIT A

BLIGHT VIOLATION ABATEMENT SERVICES		
Labor Rates per person - 1 hr minimum and then 15 minute increments	Qty	Price
Foreman or Supervisor		\$
Crewman or Laborer or Operator		\$
		\$
		\$
Trash Removal Services	Qty	Price
Price per cubic yard		\$
Passenger tires no rim		\$
Passenger tires with rim		\$
Light truck tires no rim		\$
Light truck tires with rim		\$
Large tires no rim		\$
Large tires with rim		\$
Batteries		\$
Appliances		\$
Furniture		\$
		\$
		\$
Dumpster Fees	Qty	Price
		\$
		\$
Equipment Rental	Qty	Price
Tractor with front bucket		\$
Tractor with mowing deck		\$
String trimmer for trimming		\$
Riding or walk behind mower		\$
5 cu. yard dump truck for hauling		\$
Skid steer front end loader		\$
Pressure washer for graffiti removal		\$
		\$
		\$
Minimum Service Charge		\$
Minimum Charge if Unable to Perform Service		\$
		\$

**ADAMS COUNTY FORMAL INVITATION FOR BID
2015.505**

BLIGHT VIOLATION SERVICES

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

**BID ISSUANCE
Date: May 11, 2015**

QUESTIONS
Written questions will be accepted through May 18, 2015
Questions must be submitted by email to AForristall@adcogov.org
An Addendum to answer submitted questions
will be issued no later than May 25, 2015

**BID OPENING
Date: June 1, 2015
Time: 2:00 p.m.
Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601**



GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Blight Violation Services**.
2. **All documents related to this BID will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
 - 2.1. Contractors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through May 18, 2015. All questions are to be submitted to Anna Forristall, Purchasing Agent by email at AForristall@adcogov.org.
4. An Addendum to answer submitted questions will be issued no later than May 25, 2015.
5. Bids
 - 5.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A, Brighton Colorado 80601, up to 2:00 p.m. on June 1, 2015.
 - 5.2. The bid opening time shall be according to our clock.
 - 5.3. No bids will be accepted after the time and date established above, except by written addenda.
 - 5.4. Bids will be publicly opened and read aloud at this time.
 - 5.5. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title (**2015.505 BLIGHT VIOLATION SERVICES**).
6. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

7. BID REQUIREMENTS

- 7.1. Three (3) copies: 1 paper original, 1 paper copy and 1 CD (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that two (2) sets be submitted with bid.
- 7.2. All bids must be signed.

- 7.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 7.4. Bids may not be withdrawn after date and hour set for closing.
- 7.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 7.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number and Title: 2015.505 Blight Violation Services.
- 7.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County (“County”) offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 7.8. Bids must be submitted on the form as supplied and/or described by Adams County Purchasing. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 7.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 7.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the bid.
- 7.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 7.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 7.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.

- 7.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 7.15. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* (“CORA”). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
8. 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.
9. Adams County is an equal opportunity employer.
10. From time to time, when appropriate, some projects performed by the Contractor for the County will be paid using Federal funds. Federal statutes dictate that the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees. The Contractor will be notified when a project is using Federal funding. All work completed and all workers employed on these projects will be performed in compliance with the Davis-Bacon Act.
11. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

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

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

12.1.1. Each Occurrence \$1,000,000

12.1.2. General Aggregate \$2,000,000

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

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

12.2.2. Personal Injury Protection Per Colorado Statutes

12.3. Workers' Compensation Insurance: Per Colorado Statutes

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

12.4.1. Each Occurrence \$1,000,000

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

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

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

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

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

12.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

12.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

- 12.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 12.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
 - 12.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 12.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
 - 12.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

END OF GENERAL INSTRUCTIONS

The remainder of this page left blank intentionally.

SPECIFICATIONS

14. Upon inspection of a blight violation, Adams County Neighborhood Services Department will send a notice of violation to the property owner. If the property is not in compliance, then Neighborhood Services will contact the vendor for the following types of services:
 - 14.1. Weed mowing
 - 14.2. Brush and trimming removal from the property
 - 14.3. Debris and litter removal
 - 14.4. Fence repair and/or removal
 - 14.5. Tire removal (with or without rims)
15. Turnaround time for completion of the work shall be no greater than forty-eight (48) hours, excluding weekends and holidays. The Contractor will be notified to begin work via email by an authorized Adams County Code Compliance Officer.
16. Work shall not start until a Code Compliance Officer is on site. The Code Compliance Officer will take before and after photographs of the property. The Officer will remain on site for the majority of the work to verify the number of hours the Contractor was on site to complete the cleanup.
17. The Officer is required to be on site at the beginning and completion of the abatement. If the Contractor does not bring all the proper equipment, or needs to leave the property and return for similar reasons, the County will not pay the Contractor for that period of time. This will include time lost due to equipment malfunctions.
18. Removal services will be performed Monday-Friday, 8:30 a.m. – 4:00 p.m.
19. The majority of Blight Violation services will be needed from April through October each year.
20. The Contractor shall take appropriate care in performing this work. Any unreasonable damage caused by the Contractor while performing this work, shall be repaired to its original state or better condition.
21. The Contractor must submit one invoice per property, which must be itemized and include both 30 minute and hourly breakdowns for all personnel. Invoices for fees paid at the landfill for debris and litter removed from a property must be included with the property invoice submitted by the Contractor.
22. The Contractor shall submit invoices for work completed within 10 days from the date of abatement.

23. Cancellations: Adams County reserves the right to cancel previously scheduled work up to 4:30 p.m. the day before. If the Contractor is not notified that the services are not required by 4:30 p.m. the day before, Adams County will pay no more than fifty dollars \$50.00 to compensate the Contractor's lost time.
24. 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 the Contractor. If Adams 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 same rates provided for in this Agreement.
25. From time to time, some projects performed by the Contractor for the County will be paid using Federal funds. Federal statutes dictate that the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees. The Contractor will be notified when a project is using Federal funding. All work completed and all workers employed on these projects will be performed in compliance with the Davis-Bacon Act.
26. In addition to pricing, the following information must be submitted with your bid:
- 26.1. Minimum of 3 references, municipality experience preferred (form is attached).
 - 26.2. Provide a list of the equipment your company will use to provide the required services.
 - 26.3. Number of employees on staff.
 - 26.4. Number of years of experience: a minimum of five (5) years required.

END OF SPECIFICATIONS

The remainder of this page is left blank intentionally.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

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



Blight Violation Services 2015.505

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 bid is hereby submitted.

BLIGHT VIOLATION ABATEMENT SERVICES			
Labor Rates per person for mowing, trimming, and trash removal - 1 hour minimum and then 15 minute increments	Qty	Price	Price for Federally-funded projects (Davis-Bacon wages)
Foreman or Supervisor		\$	\$
Crewman or Laborer or Operator		\$	\$
		\$	\$
		\$	\$
Trash Removal Services & Dump Fees	Qty	Price	
Price per cubic yard		\$	
Passenger tires no rim		\$	
Passenger tires with rim		\$	
Light truck tires no rim		\$	
Light truck tires with rim		\$	
Large tires no rim		\$	
Large tires with rim		\$	
Batteries		\$	
Appliances		\$	
Furniture		\$	
Dumpster fees		\$	
Disposal fees		\$	
		\$	
		\$	
		\$	

Equipment Rental	Qty	Price	
Tractor with front bucket		\$	
Tractor with mowing deck		\$	
String trimmer for trimming		\$	
Riding or walk behind mower		\$	
5 cu. yard dump truck for hauling		\$	
Skid steer front end loader		\$	
Pressure washer for graffiti removal		\$	
		\$	
		\$	
		\$	
		\$	
Minimum Service Charge		\$	
Minimum Charge if Unable to Perform Service for the County		\$	
		\$	

NUMBER OF STAFF: _____

YEARS OF EXPERIENCE: _____

PLEASE ATTACH A LIST OF EQUIPMENT AVAILABLE TO COMPLETE THE WORK



Blight Violation Services 2015.505

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING:

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

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

ADDITIONAL REQUIRED INFORMATION

REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor is currently or has, in the past, completed service for:

Company Name	_____
Address	_____
Reference Name	_____
Telephone Number	_____

Company Name	_____
Address	_____
Reference Name	_____
Telephone Number	_____

Company Name	_____
Address	_____
Reference Name	_____
Telephone Number	_____

Note: Adams County reserves the right to contact any organization for which the Vendor has provided services, regardless of the Vendor's use of the organization as a reference.

Submittal Checklist

- Contractor's Certification of Compliance
- Vendor's Statement and Bid Response
- Number of Staff
- Years of Experience
- Attach a List of Equipment
- Vendor's Information
- W-9
- Reference Listing
- 2 paper copies of bid (1 paper original, 1 paper copy)
- One CD or thumb drive of submitted bid in a single PDF document