

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

THIS AGREEMENT ("Agreement") is made this April 23 2012, 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 **H. W. Houston Construction Co.** located at 210 S. Victoria Avenue, Pueblo, Colorado 81003, 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 2012.001** and the Contractor's response to IFB 2012.001 attached hereto as **Exhibit C**, and incorporated herein by reference. Should there be any discrepancy between **Exhibit C** 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 prices provided for in this Agreement.

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, as referenced in **Exhibit C**.

2. TERM:

- 2.1. Term of Agreement: The initial term of this Agreement shall be for sixty (60) calendar days from the date of this Agreement effective date or issuance of the notice to proceed (NTP).
- 3. PAYMENT AND PRICE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement as outlined in **Exhibit A** and the Contractor shall accept as full payment for those services, not to exceed amount of **Fifty-Two thousand, nine hundred dollars and no cents (\$52,900.00)** for the term of the Agreement.

A. Invoices

Invoices will be submitted to the County by the Contractor services are performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

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

4. **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.**

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

6. **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.

7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 7.1.1. Each Occurrence \$1,000,000
- 7.1.2. General Aggregate \$2,000,000
- 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 7.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 7.2.2. Personal Injury Protection Per Colorado Statutes
- 7.3. Workers' Compensation Insurance: Per Colorado Statutes
- 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.4.1. Each Occurrence \$1,000,000
 - 7.4.2. 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.
- 7.5. Adams County as "Additional Insured": 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:
 - 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 7.5.2. 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.
 - 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.6. 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.
- 7.7. 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.

- 7.8. 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.

8. TERMINATION:

- 8.1. 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.
- 8.2. 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.

9. MUTUAL UNDERSTANDINGS:

- 9.1. 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.
- 9.2. 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. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."
- 9.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

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

County:

Waine L. Risley, Project Manager
 Facilities Operations Department
 1st Floor, Suite C1700
 4430 South Adams County Pkwy
 Brighton, Colorado 80601
 Office: 720.523.6004
wrisley@adco.gov

and Purchasing Department, Manager
 4430 South Adams County Pkwy
 4th Floor
 4430 South Adams County Pkwy
 Brighton, Colorado 80601

and Adams County Attorney's Office
 4430 South Adams County Pkwy
 Brighton, Colorado 80601

Contractor:

Paul M. Depatie, Vice President
 H.W. Houston Construction Co.
 210 S. Victoria Avenue
 Pueblo, Colorado 81002
 Phone: 719.544.2791
 Fax: 719.544.0635
pauld@hwhouston.com

- 9.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

9.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

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

10. CHANGE ORDERS OR EXTENSIONS:

10.1. 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.

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

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.
12. All signature pages that were required for IFB 2012.001 are reference under **Exhibit B** as items 1 through 4.

The remainder of this page left blank intentionally

Signature Page

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

CONTRACTOR
H. W. HOUSTON CONSTRUCTION, CO

By: PAUL M. DEPATIE
Name (Print or Type)

Paul M. Depatie
Authorized Signature

V.P.
Title

Date: 4/13/12

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: [Signature]
Chair Signature

Date: 4-23-12

ATTEST:

Karen Long
Clerk and Recorder

Keisha Hirsch
Deputy Clerk Signature



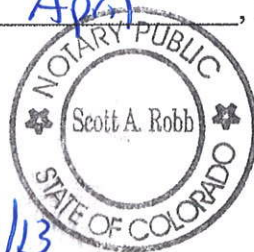
APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney Signature

Signed and sworn to before me on this 13 day of April, 2012

by Paul M. Depatie
[Signature]

Notary Public



My commission expires on: 1/30/13
My commission expires 01/30/2013

**EXHIBIT A
PRICE SCHEDULE**

The Contractor is responsible for supplying all labor, equipment and materials to perform the services as identified in the specifications/statement of work. Contractor's price as detailed below shall be firm through the entire term of the Agreement. The estimated quantities shown below are for evaluation purposes only.

<u>Item</u>	<u>Description</u>	<u>Lump Sum</u>
1	Provide all labor and material for the construction of a sand/salt shed and landscaping site work at 4430 S. Adams County Parkway.	\$ 52,900.00

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EXHIBIT B

1. Addendum One (1), dated February 28, 2012
2. Contractor's Signed Certification of Compliance for IFB 2012.001, dated February 27, 2012
3. Vendor's Statement/Signature Page/Addendums Acknowledgement for IFB 2012.001, dated February 27, 2012
4. List of Proposed Subcontractors

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Exhibit B1



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012-001
SOLICITATION DATE: Tuesday, February 14, 2012
DESCRIPTION: General Contractor for Construction of Sand/Salt Shed with Landscaping Site Work
ADDENDUM NUMBER: One (1)
ADDENDUM DATE: February 28, 2012

The hour and date specified for receipt of IFB 2012-001 is is not extended to the following new hour and date:

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

DESCRIPTION OF ADDENDUM:

- A. This Addendum is issued to provide the attached copies of the following:
1. Questions and Answers from Mandatory Site Visit on Tuesday, February 21, 2012.
 2. List of attendees at the Mandatory Site Visit on Tuesday, February 21, 2012.
 3. List of Plan Holders
- B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Heidi Casteel
Purchasing Services

ACKNOWLEDGEMENT:

Paul M. Depatie
(Signature/Date)
Paul M. Depatie, Executive Vice President
(Name and Title)
H.W. Houston Construction Co.
(Company Name)
210 S. Victoria Ave., Pueblo, CO 81003
(Address)

cc: IFB 2012-001

Exhibit B2

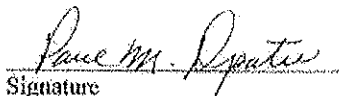
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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:

H.W. Houston Construction Co. 20/27/2012
Company Name Date

Paul M. Depatie
Name (Print or Type)


Signature

Vice President
Title

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



Exhibit B3

**2012.001
General Contractor for Construction of
Sand/Sand Shed and Landscaping/Site Work**

BIDDER'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # / through Addenda #

If None, Please write NONE.

H.W. Houston Construction Co.	02/27/2012
Company Name	Date
210 S. Victoria Ave.	
Address	Signature <i>Paul M. Depatie</i>
Pueblo, CO 81003	Paul M. Depatie
City, State, Zip Code	Printed Name
Pueblo	Vice President
County	Title
719-544-2791	719-544-0635
Telephone	Fax
pauld@hwhouston.com	
E-mail Address	

Exhibit B4

LIST OF PROPOSED SUB-CONTRACTORS

Bidder shall list below the name and business address of each subcontractor who will perform work or labor or provide service to the Bidder relating to this contract in an amount greater than one and one-half percent (1-1/2%) of the Bidder's total bid. Only one subcontractor for each portion of the work shall be listed.

If the bidder does not identify a subcontractor to perform portions of the work which could be subcontracted, the Contractor agrees not to subcontract such portions that exceed one and one half percent of the total bid amount until the Contractor has advised the Contracting Officer in writing of the reasons why the subcontractor was not listed in the bid.

If the bidder does not enter into a subcontract with a subcontractor listed below, the Contractor agrees not to subcontract any of the work assignment identified for the subcontractor until the Contractor has advised the Contracting Officer in writing of the reason why a different subcontractor is being used and has obtained the Contracting Officer's approval of the substitution.

SUBCONTRACTOR

Name: H.W. Houston Const.
Work Assignment: Pre fabricated Roof Structure
Address: 210 S. Victoria, Pueblo, Co.
Contact Person: Paul Depatie
Telephone #: 719-544-2791 Dollar Value: \$ 28,000

SUBCONTRACTOR

Name: Block by Block
Work Assignment: Excavation, Concrete, Masonry
Address: 8157 Spikegrass Ct., Castle Rock, Co.
Contact Person: Bill Granda
Telephone #: 303-990-3665 Dollar Value: \$ 28,000

EXHIBIT C

**INVITATION FOR BID
2012-001**

**General Contractor for Construction of Sand
and Salt Shed with Landscaping Site Work**

Bid Issuance Date: Tuesday, February 14, 2012

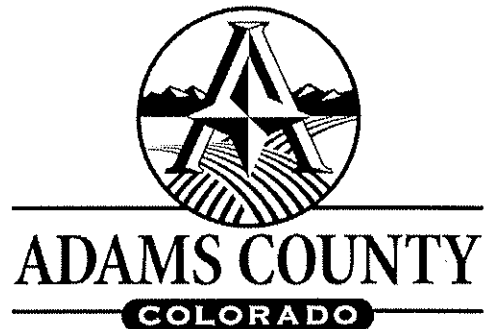
Bid Scheduled Site Visit: **Mandatory:** Tuesday,
February 21, 2012,
10:00 a.m.

Bid Question Due: Friday, February 24, 2012
at 2:00 p.m.

Bid Opening Date: Thursday, March 1, 2012

Bid Opening Time: 2:00 p.m.

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



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

SPECIFICATIONS/STATEMENT OF WORK

1. STATEMENT OF WORK

This is a solicitation for General Contracting Services to the Adams County Board of Commissioners by and through its Purchasing Agent for construction of a new sand/salt shed and landscaping and site work at 4430 South Adams County Parkway, Brighton, Colorado 80601. As directed by Adams County and is further specified in the Statement of Work and Specifications.

2. SPECIFICATIONS

Specifications that are applicable to this project are listed below and drawings are attached to the end of the solicitation. The bidder will be responsible for coordinating all work with Adams County Project Manager.

Title: Adams County Government Center-Salt Storage

Date: 11/01/10

Drawings that are applicable are listed below and are attached to the end of the solicitation:

Title: Adams County Government Center-Salt Storage Enclosure Plan

Date: 11/10/2010

Deliverables:

Upon completion of the project, the selected contractor will be required to provide the COUNTY with the following.

1. Certificates of Occupancy
2. Operations and maintenance manuals and warranties and guarantees for all appliances, equipment, life safety, materials, finishes, structural elements, site work, and landscaping specified for this project.
3. Written certification of the following.
 - **Building Code.** The project complies with all applicable federal, state and local codes and ordinances including any waivers granted by the appropriate agency(s) including compliance with Uniform Physical Accessibility Standards.
 - **Guidelines and Standards.** The project meets the level of workmanship and materials as specified in the design documents and specifications.

SPECIFICATIONS/STATEMENT OF WORK continued

3. Site Visit and Walk Through:

A Site Visit/Walk Through will be held on Tuesday, February 21, 2012 at 10:00 a.m. on site at 4430 South Adams County Parkway, Brighton, CO 80601.

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Adams County Board of Commissioners 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.

4. Safety:

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

5. Bonding Requirements:

A 5% Bid Bond is required with submittal of bid. The Bidder will be required to provide a Performance and Payment Bonds for 100% of the submitted bid after award. A sample copy of the bond forms are attached at the end of this solicitation as **Exhibits 3-5**.

6. Hours of Work:

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

7. Term of the Agreement:

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

8. Basis of Award:

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

SPECIFICATIONS/STATEMENT OF WORK continued

9. **Required Reports:**
The bidder shall, at such times and in such forms as Adams County may require, furnish such reports concerning the status of the project, and such statements, certificates, approvals, copies, and other information relative to the project, as may be requested by Adams County. The bidder shall furnish Adams County, upon request, with copies of all documents and other materials prepared or developed in relation to or as part of the project.
10. **Licenses, Permits, etc.:**
Bidder will represents and warrants that as of the Agreement effective date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Bidder warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the awarded Agreement, without reimbursement by Adams County or other adjustment in the Agreement Funds. Additionally, all employees, agents, and subcontractors of Bidder performing services under the Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Bidder, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for bidder to properly perform the terms under the Agreement is a material breach by bidder and will constitutes grounds for termination of the Agreement.
11. **Energy Policy and Conservation Act:**
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

SPECIAL INSTRUCTIONS

12. INSURANCE

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

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

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

SPECIFICATIONS/STATEMENT OF WORK continued

- h. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- i. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the bidder shall promptly obtain a new policy, submit the same to the Purchasing Department of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the bidder to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the bidder in obtaining and/or maintaining any required insurance shall not relieve the bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the bidder concerning indemnification.
- j. Bidder shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate the agreement for Cause.

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

The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

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

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

If the bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the bidder shall: notify the subcontractor and the County within three days that the bidder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The bidder shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5 102(5).

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

21. All bids shall be enclosed in an envelope, sealed, and clearly labeled as follows:
BID DOCUMENTS
Name of Contractor
IFB Number and Name of Project
IFB Date and Time Due

22. Bidder should submit sealed bid in **one (1) original** and **NO** copies for consideration at the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, 1st Floor Reception desk, Brighton, Colorado, 80601, up to 2:00 p.m., March 1, 2012. The bid opening time shall be according to our clock at the Receptionist desk. Bids will be publicly opened and read aloud at this time. Bids may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company

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name, IFB number with name of project and time of bid opening. No bids will be accepted after the time and date established for the solicitation, except by written addenda.

23. Issuance of this solicitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
24. Bidder shall submit pricing for this project on the **Bid Form Price Schedule** following this section.
25. Complete materials list of all items proposed to be furnished or installed under the contract. Specifically outline those materials not supplied by the membrane supplier.
26. Signed CONTRACTOR'S CERTIFICATION OF COMPLIANCE (**Attachment One**) following this section.
27. Review the sample contract for all the terms and conditions that will become a part of the awarded contract. Any questions regarding the contract terms and conditions, please contact the Purchasing Agent at 720.523.6053.
28. Bid must be signed and dated.
29. Whenever addenda(s) are required, they must be acknowledged on the bid form in the appropriate space so designated and returned with the bid.
30. Bids may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of bidder's name from the Vendor's List for a period of twelve (12) months from the date of this bid opening.
31. In submitting the bid, the bidder agrees that acceptance of any or all bids by the Purchasing Manager within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
 - The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
 - The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.