

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

THIS AGREEMENT ("Agreement") is made this 9th day of September 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **PRECISE STRIPING LLC**, 7371 Ivy Street, Commerce City, Colorado 80022, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached **IFB 2014.260** as **Exhibit A** and the Contractor's responses to the IFB 2014.260 attached hereto as **Attachments A1-A3**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A3** 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 initial term of this Agreement shall be for sixty (60) days from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: Not applicable.

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, in an amount not to exceed **sixty-seven thousand, four hundred and seventy dollars and no cents** (\$67,470.00), in accordance with the attached fee schedule reference in **Attachment A1** for the initial year.
 - 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:** 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. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. TERMINATION:

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

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and

ATTACHMENT A

(All Documents following this page of the Agreement)

Attachments:

1. Bid, dated August 19, 2014
2. Bidder's Statement/Signature Page for IFB 2014.260, dated August 19, 2014
3. Bidder's Signed Certificate of Compliance for IFB 2014.260, dated August 19, 2014

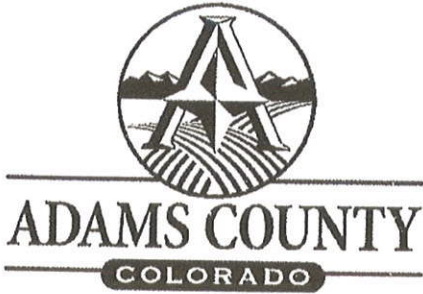
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**ATTACHMENT A
SUPPLIES OR SERVICES AND PRICES
BID SCHEDULE**

Bidder shall furnish all labor, materials, equipment, and perform all work as specified in Specifications. The quantities shown on the Bid Schedule are for evaluation purposes.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Lump Sum</u>
1	Asphalt Fog Sealant Taxiway "D"	68,000 sq. yd.	\$ <u>58,720.00</u>
2	Runway Painting/Marking Taxiway "D"	12,500 sq. ft.	\$ <u>8,750.00</u>
TOTAL BID PRICE			\$ <u>67,470.00</u>

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**INVITATION FOR BID
2014.260
GENERAL CONTRACTOR**

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

<u>PRECISE STRIPING LLC</u>	<u>8-19-14</u>
Company Name	Date
<u>7371 IVY STREET</u>	
Address	Signature
<u>COMMERCE CITY, CO 80022</u>	<u>TROY D. REER</u>
City, State, Zip Code	Printed Name
<u>ADAMS COUNTY</u>	<u>PRESIDENT</u>
County	Title
<u>303-462-2800</u>	<u>303-462-2801</u>
Telephone	Fax
<u>tbeen@precisestripingllc.com</u>	
E-mail Address	

BIDDER'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 Bidder hereby certifies that at the time of this certification, Bidder does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Bidder 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.

BIDDER:

PRECISE STRIPING LLC
Company Name

8-19-14
Date

TROY N. BEER
Name (Print or Type)


Signature

PRESIDENT
Title

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

16. STATEMENT AND SCOPE OF SERVICES

16.1. Adams County Board of County Commissioners (BOCC) by and through its Purchasing Division of Finance is accepting bids from qualified contractors for the installation of asphalt fog sealant and taxiway marking for Adams County Front Range Airport (referred to hereafter as the "County"), located at 5200 Front Range Parkway, Watkins, Colorado 80137.

16.2. Background:

The County oversees approximately 68,000 square yards, for Taxiway "D", and adjoining connectors, that includes approximately 12,500 square feet of taxiway marking that need to be repaired due to normal wear and tear, but not limited to. The project is being funded by a Colorado Division of Aeronautics Grant. The current fog seal asphalt design provides a hard surface for aircraft operations and is capable of handling the anticipated aircraft loads and aircraft operations. The asphalt is designed to withstand weather conditions and ground conditions, which could affect its performance. The marking provides guidance to pilots operating on the airport.

17. SCOPE OF SERVICES

17.1. The Bidder will be responsible for field verification of all measurements before submitting a bid. The Bidder must furnish all materials, supplementary tools, equipment and labor to complete project for approval and acceptance by the County Project Manager. The services shall consist of furnishing materials and applying (by spray method) asphalt emulsion sealant and runway painting on open graded and grooved dense graded asphalt surfaces in accordance with the solicitation specifications.

17.2. Fog Seal Materials. The fog seal shall be an asphalt emulsion concentrate, blended with mineral filler and fibers (non-asbestos); such as, GSB-88 Emulsified Sealer/Binder, or an approved equal.

17.2.1. Specifications for GSB-88 Emulsifiable Sealcoat Concentrate are as follows:

Saybolt Viscosity at 77 degree F (25 C) ASTM D-244	20-100 sec
Residue by Distillation, or Evaporation	57% min.
Sieve test ASTM D-244 (two-tenths of one %)	0.2% max.
5 day settlement test ASTM D-244	5.0% max.
Particle charge (1) ASTM D-244	Positive

17.2.2. Specifications for GSB-88 Emulsified Sealcoat Read-to-Apply:

Saybolt Viscosity at 77 degree F (25 C) ASTM D-244	10-50 sec.
Residue by Distillation, or Evaporation	28% to 38%
Pumping Stability test (2)	Pass

17.2.3. Tests on Residue from Distillation, or Evaporation:

Viscosity at 275 degree F (135 C) ASTM D-2170	1750 cts max.
Total distillate recovered by 680 degree F (360 C)	20% max.
Vapor Pressure of Distillate at 760 mmHg, 0 degree C (3)	0.1mmHg max.
Solubility in 1, 1, 1 trichloroethylene ASTM D-2402	97.5% min
Penetration ASTM D-5	52 dmm max.
Asphaltenes ASTM D-2007	15% min.
Saturates ASTM D-2007	15% max.
Polar Compounds ASTM D-2007	25% min.
Aromatics ASTM D-2007	15% min

17.2.4. Tests on Residue from Distillation, or Evaporation:

Viscosity at 275 degree F (135 C) ASTM D-2170	1750 cts max.
Total distillate recovered by 680 degree F (360 C)	20% max.
Vapor Pressure of Distillate at 760 mmHg, 0 degree C (3) .	0.1mmHg max.
Solubility in 1, 1, 1 trichloroethylene ASTM D-2402	97.5% min
Penetration ASTM D-5	52 dmm max.
Asphaltenes ASTM D-2007	15% min.
Saturates ASTM D-2007	15% max.
Polar Compounds ASTM D-2007	25% min.
Aromatics ASTM D-2007	15% min

17.2.5. **Note:** Fog seal material and workmanship shall be warranted for three (3) years from all defects and or failures

17.3. **Construction Methods**

17.3.1. Asphalt Preparation. The asphalt surface to be treated shall be free of all dirt, sand, excessive oil, and/or grease. The surface shall be cleaned with a power broom or power blower supplemented by hand sweeping, or any other means required to remove deleterious matter to the satisfaction of the County's Project Manager and at no additional cost to the County. It will be the bidder's responsibility to schedule this work with the County's Project Manager at least two (2) weeks prior to beginning the work. The bidder shall make sure the asphalt surfaces are properly cleaned prior to fog sealing, and the surface is acceptable to be able to warranty the fog seal per the manufacture specifications of asphalt conditions.

17.3.2. Fog Seal Application. The polymerized emulsified seal coat may be applied with standard bituminous distributors. The equipment must be in good working order and contain no contaminants or diluents in the tank. Spreader bar tips must be clean, free of burrs, and adjustable for regulated flow. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process.

17.3.3. The equipment used must be capable of specific application rates in the range of .05 gal./sq. yd. to 0.25 gal./sq.yd. These rates shall be computer controlled rather than mechanical.

17.3.4. The bidder trucks shall be equipped with a minimum of a 12-foot spreader bar with individual nozzle control.

17.3.5. The bidder trucks shall also be equipped to effectively heat and mix the material in preparation for application. Mixing shall be done in accordance with the manufacturer's recommendations. Care shall be taken not to over mix the material.

17.3.6. The bidder shall be equipped to hand spray the seal coat around in-asphalt edge lights or other areas as specified in the specifications.

17.3.7. Dilution: GSB-88 Emulsified Seal Coat Concentrate must be diluted with heated water prior to application to asphalt areas. One dilution rate is recommended as follows:

17.3.7.1. 1 part GSB-88 to 1 part water for most applications is recommended.

- 17.4. Rate of Spread. Rate of spread is normally determined by the texture, porosity, and age of the asphalt areas to be sealed. Application rate can vary from 0.08 to 0.20 gallons per square yard is recommended. Exceeding recommended application rates is not recommended without approval. If one application does not produce uniform coverage, the contractor shall apply the seal in two applications, using two directions of two-application rate each, to assure front and back coating of all aggregate.
- 17.5. Application Precautions. Polymerized emulsified seal coat shall not be applied to wet pavement surfaces. Do not apply during rainy or damp weather, or when rain is anticipated within eight (8) hours after application is completed. Pavement surface temperatures should be 70 degrees F (10 C) and rising before application of polymerized emulsified seal coat is initiated. At least three (3) hours of daylight should remain after completion of the application. Polymerized emulsified seal coat should not be applied on extremely windy days.
- 17.6. Closure of Work Areas. The bidder will coordinate with the County's Project to issue any kind of NOTAMs (Notice to Airmen), necessary during the project. In addition, it will be the bidder's responsibility to supply FAA approved barricades and closure materials to be used to close off the work areas.
- 17.7. Protection of Existing Facilities. It shall be the bidders responsibility to protect all airfield signage, lighting, tie downs or any other items from fog seal spray. Any damage to existing structures or facilities shall be repaired by the bidder at no additional cost to the County.
- 17.8. Painting/Marking Specifications. Paint shall be Waterborne in accordance with the requirements of Federal Specification TT-P-1952D, Type I or II. Paint shall be furnished in white (37925) and yellow (33538 or 33655), in accordance with Federal Standard No. 595. Paint shall not contain Lead. Painted/Marking areas shall be warranted for a period of two (2) years from cracking, chipping and fading.
- 17.9. Reflective Media. Glass beads shall be applied to the second coat of paint at a rate of 7 pounds per gallon. Glass beads shall meet the requirements of the Federal Specifications TT-B-1325, Type I gradation A. Glass beads shall be treated with adhesion promoting and /or floatation coatings as specified by the manufacturer of the paint.
- 17.10. Paint Application. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45 degrees F (7 C) and rising and the pavement surface temperature is at least 5 degrees F (2.7 C) above the dew point. Painting operations shall be discontinued when the surface temperature exceeds 100 degrees F. Manufacturer's recommendations for minimum and maximum surface temperatures may be used if approved by County's Project Manager.
- 17.11. The Bidder shall be responsibility for ensuring that all equipment include the necessary apparatus to properly clean the existing surface, a mechanical marking machine, a bead-dispensing machine, and such auxiliary hand painting equipment, as may be necessary to satisfactorily complete the job.
- 17.12. The mechanical marker shall be an atomizing spray-type-marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray.

- 17.13. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials:

Dimension and Spacing	Tolerance
36 inches (910mm) or less	+/- ½ inch (12mm)
Greater than 36 inches to 6 feet (910 mm to 1.85 m)	+/- 1 inch (25mm)
Greater than 6 feet to 60 feet (1.85 m to 18.3 m)	+/- 2 inches (51 mm)
Greater than 60 feet (18.3 m)	+/- 3 inches (76mm)

- 17.14. Application Rates For Paint and Glass beads:

Paint Type	Paint square feet per gallon	Glass beads, type 1. Pounds per gallon of paint
Permanent Markings	115 square feet per gallon maximum	7 pounds per gallon minimum
Temporary Markings	385 square feet per gallon maximum	7 pounds per gallon minimum

- 17.15. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings of paint.

17.16. Project parameters

- 17.16.1. Maximum time for completion of project shall not to exceed five (5) working days. Prior to the signing of the awarded agreement, the Bidder shall furnish a good and sufficient Performance and Payment Bond in the full amount of the bid. Bonds shall guarantee faithful performance of the provisions of the awarded agreement, including the guarantee of all work and material against all defects for the period specified in the form of the bond, and the payment of all bills and obligations arising from said awarded agreement.

17.17. Warranty

- 17.17.1. All work and all items of equipment and materials shall be guaranteed for a period of one year from the date of final inspections and acceptance of the work. The bidder shall be notified in writing of any defective items and shall repair or replace such items promptly without cost to the County.

17.18. Safety

- 17.18.1. 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.

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: VANCE BROTHERS

Work Assignment: ASPHALT FOG SEALANT

Address: 380 W. 62ND AVE. DENVER, CO 80216

Contact Person: MARK SHAMSHORE

Telephone #: 303-341-2604 Dollar Value: \$42,160.00

SUBCONTRACTOR

Name: _____

Work Assignment: _____

Address: _____

Contact Person: _____

Telephone #: _____ Dollar Value: _____

REFERENCE REQUEST FORM

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 furnishing or has, in the past, completed similar services for as specified in IFB 2012-008 scope of work:

Company Name CITY OF LAKEWOOD
Address 850 PARFET ST. LAKEWOOD, CO 80715
Reference DAVID WALTERS
Telephone Number 303-987-7953

Company Name TOWN OF ERIE
Address 150 BUNNELL AVE. ERIE, CO 80516
Reference GEORGE HUBERT
Telephone Number 303-926-2889

Company Name AGGREGATE INDUSTRIES
Address 1687 GALE BLVD. S.E. 300 GOLDEN, CO 80401
Reference JOHN LEHNER
Telephone Number 303-472-1710

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
(All Documents following this page of the Agreement)

Exhibit:

1. Adams County IFB 2014.260 General Contractor

The remainder of this page left blank intentionally

**ADAMS COUNTY FORMAL INVITATION FOR BID
2014.260**

GENERAL CONTRACTOR

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

BID ISSUANCE

Date: Friday, July 25, 2014

QUESTIONS

Written questions will be accepted through Wednesday, August 5, 2014
by 2:00 p.m.

BID OPENING

Date: Tuesday, August 19, 2014
Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
Brighton, Colorado 80601



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. Adams County Board of County Commissioners (BOCC) by and through its Purchasing Division of Finance is accepting bids from qualified contractors for the installation of asphalt fog sealant and taxiway marking for Adams County Front Range Airport located at 5200 Front Range Parkway, Watkins, Colorado 80137.
2. **All documents and addendums related to this IFB will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Bidder 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.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of bids.
3. Written questions relating to IFB 2014.260 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hcasteel@adcogov.org until the close of business on or before, August 5, 2014, by 2:00 p.m.
4. Bids
 - 4.1. Sealed bids for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on Tuesday, August 19, 2014.
 - 4.2. The bid opening time shall be according to the County receptionist's clock on the first floor.
 - 4.3. Bids will be publicly opened and read aloud at this time.
 - 4.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, Bid Number, and the project name, time and date of the bid opening.
 - 4.5. No bids will be accepted after the time and date established, per section 4.1 above, except by written addenda.
 - 4.6. The two (2) required signature pages at the end of this document, "**BIDDER'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**BIDDER'S SIGNATURE PAGE**" acknowledging the receipt of addendum(s), if applicable, must be signed and included in the proposal packet.
5. Issuance of this invitation does not commit the County to award any contract or to procure or contract for any equipment, materials or services.

6. BID REQUIREMENTS

- 6.1. **Format.** Bidder must submit sealed bid in one (1) original CD as a .pdf file, and one (1) unbounded hardcopy.
- 6.2. All bids must be signed.
- 6.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 6.4. Bids may not be withdrawn after date and hour set for closing.
- 6.5. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 6.6. The County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside with the IFB number and solicitation name.
- 6.7. 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.
- 6.8. Bids must be submitted in the format described in Section 7.1 above. Failure to submit bid on the bid form and in the format described in Section 7.1 above may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 6.9. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 6.10. 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.
- 6.11. 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 bidders who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible bidders, and may require new bids.

- 6.12. The Board of County Commissioners may rescind the award of any bid within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.13. Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.
- 6.14. If a formal contract is required, the bidder agrees and understand a Notice of Award does not constitute a contract or other 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. 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.
8. Adams County is an equal opportunity employer.
9. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
10. **INSURANCE:** The Bidder agrees to maintain insurance of the following types and amounts:
- 10.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
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|---------|-------------------|-------------|
| 10.1.1. | Each Occurrence | \$1,000,000 |
| 10.1.2. | General Aggregate | \$2,000,000 |
- 10.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- | | | |
|---------|-------------------------------|-----------------------------|
| 10.2.1. | Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 10.2.2. | Personal Injury Protection | Per Colorado Statutes |
- 10.3. Workers' Compensation Insurance: Per Colorado Statutes
- 10.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- | | | |
|---------|-----------------|-------------|
| 10.4.1. | Each Occurrence | \$1,000,000 |
|---------|-----------------|-------------|
- 10.4.2. This insurance requirement applies only to Bidders 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.

- 10.5. The Bidder'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:
 - 10.5.1. 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 Bidder.
 - 10.5.2. 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.
 - 10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Bidder.
- 10.6. All insurers of the Bidder must be licensed or approved to do business in the State of Colorado. Upon failure of the Bidder 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 Bidder in obtaining and/or maintaining any required insurance shall not relieve the Bidder from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.
- 10.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.8. At any time during the term of this Agreement, the County may require the Bidder to provide proof of the insurance coverage or policies required under this Agreement.
- 10.9. The Bidder 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.
- 10.10. All referenced insurance policies and/or certificates of insurance shall be issued to include the County as an "additional insured." The name of the IFB or project must appear on the certificate of insurance.
- 10.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 10.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time

become unsatisfactory to the County, the Bidder shall promptly obtain a new policy, submit the same to the Purchasing Manager of the 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.

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 Bidder shall meet the following requirements prior to signing the Agreement (public contract for service) and for the duration thereof:

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