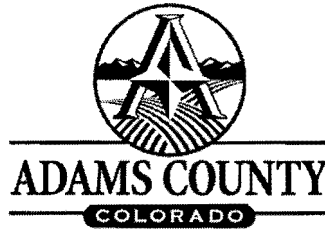


Finance Department
www.adcogov.org



4430 South Adams County Parkway
4th Floor, Suite C4000A
Brighton, CO 80601-8212
PHONE 720.523.6050
FAX 720.523.6058

June 4, 2015

Glaser Electric Company
Attn: Paul Glaser
12525 East Jamison Place, Box 8
Englewood, Colorado 80239

Subject: Executed Agreement for 2015.319 Phase III Electrical for the Adams County Regional Park

Dear Mr. Glaser:

Attached is an executed copy of Service Agreement 2015.319 for the Phase III Electrical Project at the Adams County Regional Park. A Purchase Order will follow shortly. Please make sure that this PO number is on all invoices attached to this project.

The Service Agreement effective date is June 4, 2014. Please contact the Project Manager, Sean Braden, at 720.523.6003 regarding the notice to proceed (NTP).

Congratulations on your award and we look forward to working with you on this project.

Sincerely,



Jennifer Tierney, Contract Administrator
Finance/Purchasing Department

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Jan Pawlowski
DISTRICT 5

Purchase Order Number 12615

**ADAMS COUNTY
PURCHASE ORDER**

Page 1 of 1
 Order Date: 06/09/15
 Requested Date: 06/09/15
 Cost Center: 5012

This Number Must Appear on all
 Invoices, Packing Lists, and Packages

| Vendor Address | Vendor and Shipping Information | Ship To Information |
|---|--|---|
| GLASER ELECTRIC CO LLC 12525 E JAMISON PLACE ENGLEWOOD CO 80112 | Phone: FAX: e-mail: Delivery: FOB DESTINATION | ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601 |
| VENDOR NUMBER: 286163 | | |


PRICING AND SERVICE PROVIDED PER THE TERMS, CONDITIONS AND SCOPE OF WORK OF IFB 2015.319 PHASE III ELECTRICAL FOR ADAMS COUNTY REGIONAL PARK, THE VENDOR'S RESPONSE TO BID AND THE CONSTRUCTION CONTRACT AGREEMENT DATED JUNE 4, 2015.....TERM OF SERVICE: 6/4/2015 - 7/25/2015.

| Ln | R | Description / Supplier Item | QTY | UOM | Unit Price | Extended Price | Account Number | Req No. |
|----|---|---|-----|-----|------------|----------------|-------------------------|----------|
| 1 | 1 | REGIONAL PARK PHASE III ELECTRICAL SERVICES PER IFB 2015.319 AND CONSTRUCTION CONTRACT DATED JUNE 4, 2015.....VENDOR CONTACT: PAUL GLASER, 303-790-9565.....COUNTY CONTACT: SEAN BRADEN, 720-523-6003.....TERM OF SERVICE: 6/4/2015 - 7/25/2015. | | EA | 0.0000 | 244,432.00 | 5012.9110 W 50121502 | 00006578 |

Original

| | | | |
|----------------------------|-------------------------|--------------------------|----------------------------------|
| Term Net 30 Days | Tax Rate *NA* | Sales Tax 0.00 | Total Order 244,432.00 |
|----------------------------|-------------------------|--------------------------|----------------------------------|

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

| | | |
|---|---|--|
| Invoice to: Adams County A/P 4430 S. Adams County Pkwy Suite C4000A Brighton, CO 80601-8212 720-523-6050 | Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050 |  378235FORRISTALL, ANNA F ADAMS COUNTY AUTHORIZED SIGNATURE |
|---|---|--|

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

- 1. 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.
- 2. TERM:** The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.
- 3. 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.**
- 4. 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.
- 5. 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.
- 6. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 6.1. Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 6.1.1. Each Occurrence \$1,000,000
 - 6.1.2. General Aggregate \$2,000,000
 - 6.2. Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
 - 6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 6.2.2. Personal Injury Protection Per Colorado Statutes
 - 6.3. Workers' Compensation Insurance:** Per Colorado Statutes
 - 6.4. 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:
 - 6.4.1. 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.
 - 6.4.2. 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.
 - 6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
 - 6.5. 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.
 - 6.6. 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.
 - 6.7. Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.
- 7. TERMINATION:**
 - 7.1. 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.
 - 7.2. 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.

8. MUTUAL UNDERSTANDINGS:

8.1. 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.

8.2. 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."

8.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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 a facsimile was received.

8.9. 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.

8.10. 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.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. 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.

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

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

10.1. 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:

10.2. 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.

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

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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).

10.9. 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.

11. **Quality:** Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. **Appropriation Clause:** The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.

ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 4th day of June, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Glaser Electric Company LLC, located at 12525 East Jamison Place, Box 8, Englewood, Colorado 80112 hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

Invitation for Bid: 2015.319

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:
- 1.2.1. All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.
- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

- 2.1. 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:
- 2.2. 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.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.

2.8. 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).

2.9. If Contractor violates this Section II 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.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

4.1. The work to be performed under this Agreement shall complete by July 25, 2015.

5. PAYMENT AND FEE SCHEDULE

5.1. 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 Two Hundred Forty Four Thousand Four Hundred Thirty-Two Dollars (\$244,432.00).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and

approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
 - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
 - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. 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. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.
- 6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

| Original Amount | | Daily Charge Amount |
|---|---------------------|------------------------|
| From More Than | Up To and Including | |
| 0 | 150,000 | 500 |
| 150,000 | 250,000 | 600 |
| 250,000 | 500,000 | 800 |
| 500,000 | 1,000,000 | 1,400 |
| 1,000,000 | 2,000,000 | 2,000 |
| 2,000,000 | 4,000,000 | 3,300 |
| 4,000,000 | 10,000,000 | 3,900 |
| 10,000,000 | and up | 3,900* |
| * plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000 | | |

6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.

6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. WARRANTY

7.1. 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.

8. SUBCONTRACTING

8.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project

Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

9. CHANGE ORDERS OR EXTENSIONS

- 9.1. 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 a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.
- 9.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. INSPECTIONS, REVIEWS AND AUDITS

- 10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
- 10.1.1. Work to be completed, if any; and,
 - 10.1.2. Work not in compliance with the Agreement, if any; and,
 - 10.1.3. Unsatisfactory work for any reason, if any.
- 10.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

11. CLEAN-UP

- 11.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

12. PROJECT ADMINISTRATION

- 12.1. The Project Manager for this Agreement shall be Sean Braden who can be reached by phone at 720-523-6003. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. NONDISCRIMINATION

13.1. 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.

13.1.1. 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.

14. INDEPENDENT CONTRACTOR

14.1. 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 State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. 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.

15. INDEMNIFICATION

15.1. The Contractor agrees to indemnify and to hold the County and its agents harmless 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 or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

16. INSURANCE

16.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

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

| | |
|-------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

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

| | |
|-------------------------------|-----------------------------|
| Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| Personal Injury Protection | Per Colorado Statutes |

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

*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.

16.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

- 16.2.1. 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.
 - 16.2.2. 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.
 - 16.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 16.3. 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 becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and 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 to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 16.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

17. TERMINATION

- 17.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 17.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, 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.

- 17.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 17.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

18. **BONDING:**

- 18.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

19. **MUTUAL UNDERSTANDINGS**

- 19.1. 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 venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.

- 19.6. 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.
- 19.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 19.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 19.7.2. Immediately upon hand delivery; or,
 - 19.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 19.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Facilities/Parks Open Space
Contact: Sean Braden
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton CO
Phone: 720-523-6003
E-mail:braden@adcogov.org

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

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

Contractor: Glaser Electric LLC
Contact: Paul Glaser
Address: 12525 East Jamison Place, Box 8
City, State, Zip: Englewood, CO 80112
Phone: 303-790-9565
E-mail: glaserelectric@yahoo.com

- 19.8. 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.

- 19.9. 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.
- 19.10. 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.
- 19.11. 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.

The remainder of this page is left blank intentionally.

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

Board of County Commissioners

[Signature]
Chairman

06-03-15
Date

Glaser Electric

Paul M Glaser
Signature

5-29-2015
Date

PAUL M GLASER
Printed Name

MANAGER
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

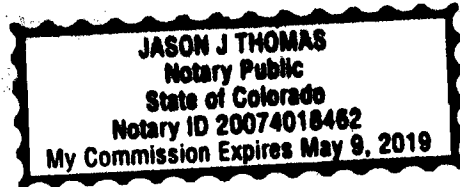
COUNTY OF Arapahoe)

STATE OF Colorado)SS.

Signed and sworn to before me this 29th day of May, 2015,

by Paul M. Glaser,

Jason J Thomas
Notary Public



My commission expires on: 5/9/19

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:

GLASER ELECTRIC COMPANY LLC
Company Name

5-29-2015
Date

PAUL M GLASER
Name (Print or Type)

Paul m Glaser
Signature

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

**ADAMS COUNTY FORMAL INVITATION FOR BID
2015.319**

**PHASE III ELECTRICAL DISTRIBUTION FOR
ADAMS COUNTY REGIONAL PARK**

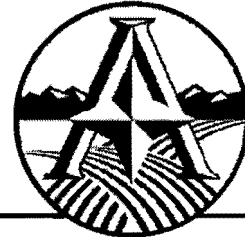
All documents and Addendum related to this BID
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

**BID ISSUANCE
Date: April 22, 2015**

A mandatory pre-bid conference will be held on
Date: April 29, 2015
Time: 1:30 pm
Location: Adams County Regional Park
Administration Building, 9755 Henderson Road
Brighton, Colorado 80601

QUESTIONS
Written questions will be accepted through May 1, 2015
An Addendum to answer submitted questions
will be issued no later than May 4, 2015

BID OPENING
Date: May 15, 2015
Time: 2:00 p.m.
Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Phase III Electrical Distribution for the Adams County Regional Park**.
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. Vendors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through May 1, 2015. All questions are to be submitted to Jennifer Tierney, Contract Administrator by email at jtierney@adcogov.org.
4. An Addendum to answer submitted questions will be issued no later than May 4, 2015.
5. There will be a **Mandatory Pre-Bid conference** on April 29, 2015 at 1:30 pm at:

Adams County Regional Park – Administration Building
9755 Henderson Road
Brighton, Colorado 80601
6. Bids
 - 6.1. 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 May 15, 2015.
 - 6.2. The bid opening time shall be according to our clock.
 - 6.3. Bids will be publicly opened and read aloud at this time.
 - 6.4. 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.
 - 6.5. No bids will be accepted after the time and date established above, except by written addenda.

7. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

8. BID REQUIREMENTS

8.1. 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 three sets be submitted with bid.

8.2. All bids must be signed.

8.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.

8.4. Bids may not be withdrawn after date and hour set for closing.

8.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

8.6. 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 IFB 2015.319 Park Phase III Electrical

8.7. 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.

8.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.

8.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.

8.10. 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.

8.11. 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.

8.12. 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.

8.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.

8.14. If a formal contract is required, the offeror agrees and understands that 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.

9. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule or regulation shall give the County the right to terminate this agreement for cause.

10. Adams County is an equal opportunity employer.

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

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

| | | |
|---------|-------------------|-------------|
| 11.1.1. | Each Occurrence | \$1,000,000 |
| 11.1.2. | General Aggregate | \$2,000,000 |

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

| | | |
|---------|-------------------------------|-----------------------------|
| 11.2.1. | Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 11.2.2. | Personal Injury Protection | Per Colorado Statutes |

11.3. Workers' Compensation Insurance: Per Colorado Statutes

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

| | | |
|---------|-----------------|-------------|
| 11.4.1. | Each Occurrence | \$1,000,000 |
|---------|-----------------|-------------|

- 11.4.2. 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.
- 11.5. 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:
 - 11.5.1. 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.
 - 11.5.2. 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.
 - 11.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 11.6. 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.
- 11.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 11.8. 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.
- 11.9. 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.
- 11.10. 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.
- 11.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.

11.12. 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.

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL INSTRUCTIONS

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SPECIFICATIONS

Scope of Work:

1. Project Intent: In 2013 the Adams County Parks and Open Space Department embarked on a multi-phased project to replace the existing inadequate medium voltage infrastructure within the Regional Park Complex. During the past two years, the main infrastructure (Fairgrounds loop) has been replaced/upgraded as part of the Phase I and Phase II improvements. The current Phase III intent is to complete the improvements of the electrical distribution systems for branch elements in the park.
 - a. Anticipated project award is by June 2, 2014. Desire is to complete all work by July 2, 2015, however consideration will be given for schedules so long as all work is complete by July 24, 2015.
 - b. The County intends to complete all work identified in this document, however may selectively choose to prioritize work depending on allowable schedule and available funding.

2. General Scope:
 - a. Refer to Electrical drawings and specifications prepared by C3S Inc, consulting Electrical Engineers, dated April 22, 2015.
 - b. Provide all labor, materials, and equipment as necessary to perform the specified work in the appropriate time frame. Work shall be conducted in a professional, workmanlike manner at or exceeding the industry standard of care.
 - c. Inspect all existing electrical equipment/distribution that the Contractor is connecting to and notify the County, in writing, of any deficiencies or items of concern prior to starting work.
 - d. Clean up and properly dispose of all debris, work materials, equipment, or similar elements used in conducting the work. Contractor shall not use Owner's dumpsters for trash but shall provide their own containers for trash removal.
 - e. Contractor shall be responsible for all damage, direct or indirect, caused by the work activities or improper workmanship.
 - f. Prepare a written schedule for all planned work. Review and update this schedule weekly and as necessitated by weather or other delays.
 - g. Provide a minimum one year warranty for all work and corrections, including an 11 month review with the Owner to address any warranty items.
 - h. Proposal must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid.
 - i. A Performance Bond and Surety Bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract.

- j. The Agreement shall be signed by the successful bidder and returned together with the Performance Bond and Surety Bond within ten (10) days after the date of the award.
- k. Surety companies executing bid and Performance Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.
- l. Bidder hereby agrees to commence work under this contract upon Receipt of Notice to proceed and to fully complete the project no later than July 24, 2015. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.
- m. Bids must be furnished exclusive of taxes.
- n. The Contractor's rate schedules shall not be adjusted once selected from this Bid.
- o. A National background check will be required for all persons prior to being granted access to County facilities. The cost of background checks will be the Contractor's responsibility.

Qualifications:

In addition to the Fee Proposal/Breakdown, please provide the minimum following information. Insufficient, inaccurate, or blank responses may be considered non-responsive and therefore disqualify the Bid. *(Eight pages maximum plus the required Forms)*

1. Introductory Letter *(no more than one page)* indicating interest in the project.
2. Three (3) references including client name, contact person, phone number, email address, and brief description of the project. Project descriptions shall include description of work scope(s) and costs *(no more than two pages)*.
3. Describe *(no more than one page)* your corporate safety plan. Identify if safety plans are tailored to project specifics. Attach a copy of the table of contents for the safety plan *(no more than two pages)*. Adams County reserves the right to request a full copy of the safety plan.
4. Schedule: *(no more than one page)* Identify schedule acceptance as indicated in the RFP, or provide an alternate schedule for work. Include appropriate submittal review and approval time in the schedule.
5. Work Plan / Project Approach: *(no more than two pages)* Identify proposed method of completing the work. Identify any challenges or issues with the project, and any exceptions to the Contract. Also confirm current licensure.

End of Specifications / Scope of Work



Form of Proposal / Fee Breakdown:

Break down the fee proposal, with all lump sum costs for these services as not to exceed amounts, for the work as follows:

| <u>Service/Work Scope</u> | <u>Proposed Fee</u> |
|--|---------------------|
| 1. Existing Pumps from PMH-9: | \$ _____ |
| 2. Fairground Transformer & Service from PMH-9: | \$ _____ |
| a. Portable Transformer Sleds/Carts: | \$ _____ |
| 3. Exhibition Hall Service from PMH-9: | \$ _____ |
| 4. Golf Course Lift Station Service from PMH-12: | \$ _____ |
| 5. RV Park Service from PMH-12: | \$ _____ |
| 6. Amphitheater Transformer & Service from PMH-12: | \$ _____ |
| <i>Grand Total for All Work:</i> | \$ _____ |

Schedule Confirmation:

Contractor will complete work on or before July 2, 2015 _____ Yes _____ No

Contractor will complete work on or before July 24, 2015 _____ Yes _____ No

Fee Proposal Clarifications:

- A. All Bids must be furnished exclusive of taxes.
- B. Special services may be requested by the Owner for work not included in this project. Work under this provision requires prior authorization by Owner. Provide a Fee Schedule for the possibility of such work identifying project personnel, titles, and hourly rates. Fee schedule shall not be adjusted once a bidder is selected on this bid.

Name and Title (Printed)

Signature

Date

Submittal Checklist Submittal Checklist

- Bid Response
- Vendor Information Form
- W-9
- Contractor's Certification of Compliance
- Vendor's Statement
- All requirements in the qualifications section
- 2 number of paper copy(ies)
- One CD of submitted proposal in a single PDF document

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



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.

_____ \$ _____
 Written Amount Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

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

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

**ADAMS COUNTY
CONSTRUCTION CONTRACT**

SAMPLE

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the “County,” and, Winner123, located at Address123, hereinafter referred to as the “Contractor.”

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

Invitation for Bid:

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

1.2.1. All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

- 2.1. 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:
- 2.2. 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.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.

2.8. 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).

2.9. If Contractor violates this Section II 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.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

4.1. The work to be performed under this Agreement shall be for XXX

5. PAYMENT AND FEE SCHEDULE

5.1. 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 (\$).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and

agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
 - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
 - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. 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. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.
- 6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

| Original Amount | | Daily Charge Amount |
|--|---------------------|---------------------|
| From More Than | Up To and Including | |
| 0 | 150,000 | 500 |
| 150,000 | 250,000 | 600 |
| 250,000 | 500,000 | 800 |
| 500,000 | 1,000,000 | 1,400 |
| 1,000,000 | 2,000,000 | 2,000 |
| 2,000,000 | 4,000,000 | 3,300 |
| 4,000,000 | 10,000,000 | 3,900 |
| 10,000,000 | and up | 3,900* |
| * plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000 | | |

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. WARRANTY

- 7.1. 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.

8. SUBCONTRACTING

- 8.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project

Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

9. CHANGE ORDERS OR EXTENSIONS

- 9.1. 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 a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.
- 9.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. INSPECTIONS, REVIEWS AND AUDITS

- 10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
- 10.1.1. Work to be completed, if any; and,
 - 10.1.2. Work not in compliance with the Agreement, if any; and,
 - 10.1.3. Unsatisfactory work for any reason, if any.
- 10.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

11. CLEAN-UP

- 11.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

12. PROJECT ADMINISTRATION

- 12.1. The Project Manager for this Agreement shall be PROJECT MANAGER, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. **NONDISCRIMINATION**

- 13.1. 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.
 - 13.1.1. 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.

14. **INDEPENDENT CONTRACTOR**

- 14.1. 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 State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. **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.**

15. INDEMNIFICATION

15.1. The Contractor agrees to indemnify and to hold the County and its agents harmless 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 or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

16. INSURANCE

16.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

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

| | |
|-------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

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

| | |
|-------------------------------|-----------------------------|
| Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| Personal Injury Protection | Per Colorado Statutes |

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

*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.

16.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance

shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

- 16.2.1. 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.
 - 16.2.2. 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.
 - 16.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 16.3. 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 becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and 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 to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 16.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

17. TERMINATION

- 17.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 17.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, 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.

17.3. Ownership of Partially Completed Work

17.3.1. All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

17.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

18. **BONDING:**

18.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

19. **MUTUAL UNDERSTANDINGS**

19.1. 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 venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

19.3. 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.

19.4. 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.

- 19.5. 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.
- 19.6. 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.
- 19.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 19.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 19.7.2. Immediately upon hand delivery; or,
 - 19.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 19.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

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

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

- 19.8. 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.
- 19.9. 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.
- 19.10. 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.
- 19.11. 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.

The remainder of this page is left blank intentionally.

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

Board of County Commissioners

Chairman Date

Winner123

Signature Date

Printed Name Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form: _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2015,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

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

Glaser Electric Company, LLC

12525 East Jamison Place Box 8

Englewood, CO 80112-4533

Phone 303-790-4555

Fax 303-790-9565

Cell 720-635-1865

Email glaserelectric@yahoo.com

May 8, 2015

Adams County Government Center
4430 South Adams County parkway
4th Floor C4000A
Brighton, Colorado 80601

Attention: Ms. Jennifer Tierney

Subject: Introduction

Dear Ms. Tierney:

This letter will serve to provide an introduction to our company. It is being sent per your bid request. The legal name of the company, which is registered in Colorado, is as follows:

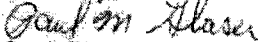
Glaser Electric Company, LLC
12525 East Jamison Place, Box 8
Englewood, Colorado 80112

Specifically, I personally was half owner of Power Electric Company for 15 years before the retirement of the partner in Salt Lake City. We had successfully operated two construction offices in Salt Lake and Denver. We performed prime electrical projects in the intermountain west. The focus of the work performed at Power Electric consisted of medium and high voltage substation and distribution projects, fiber optic trunk backbone distribution, Highway and Airfield lighting projects.

In November of 2007 I started Glaser Electric Company as a sole individually operated LLC. We have focused on the same business plan and targeted the same market place as with my previous experience. Please let us now how we can provide competitive bids for your upcoming electrical projects.

If you need any further information please call me at the Denver Construction Office telephone at 303-790-4555 or my cell at 720-635-1865.

Sincerely,



Paul Glaser

Manager

Glaser Electric Company, LLC

12525 East Jamison Place Box 8

Englewood, CO 80112-4533

Phone 303-790-4555

Fax 303-790-9565

Cell 720-635-1865

Email glaserelectric@yahoo.com

May 8, 2015

Adams County Government Center

4430 South Adams County parkway

4th Floor C4000A

Brighton, Colorado 80601

Attention: Ms. Jennifer Tierney

Subject: Schedule

Dear Ms. Tierney

This letter will serve to provide an outline of the proposed schedule. It is being sent per your bid request.

The plan outlines the following milestones:

1. Notice to Proceed on June 1, 2015
2. Directional Bore Work start on June 8, 2015
3. Underground Feeder Work start on June 15, 2015
4. Transformer Equipment Work start on July 6, 2015
5. Secondary Underground Work start on July 13, 2015
6. Electrical Commission Work start on July 27, 2015
7. Site Reclamation Work start on August 3, 2015
8. Project complete on or before August 10, 2015

The new transformers are quoted on a quick ship schedule. That is based on factory availability at bid time and has the possibility to slip beyond our control. We know that we could make a priority and have the new Fairground and the Ampitheater Work complete for the July 24, 2015 fair use. We are most willing to expend overtime and work with Adams County for a successful outcome to the project.

If you need any further information please call me at the Denver Construction Office telephone at 303-790-4555 or my cell at 720-635-1865.

Sincerely,



Paul Glaser

Manager

Glaser Electric Company, LLC

12525 East Jamison Place Box 8
Englewood, CO 80112-4533
Phone 303-790-4555
Fax 303-790-9565
Cell 720-635-1865
Email glaserelectric@yahoo.com

May 8, 2015

Adams County Government Center
4430 South Adams County parkway
4th Floor C4000A
Brighton, Colorado 80601

Attention: Ms. Jennifer Tierney

Subject: Safety Policy

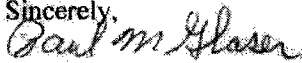
Dear Ms. Jennifer Tierney

This letter will serve to provide an outline of the corporate safety plan. It is being sent per your bid request. The plan outlines the following articles, procedures, and actions:

1. Statement Of Policy
2. Safety Plan
3. General Safety Rules
4. Authority Officer
5. Compliance Officer
6. Communication Plan
7. Searches and Investigation
8. Violations

If you need any further information please call me at the Denver Construction Office telephone at 303-790-4555 or my cell at 720-635-1865.

Sincerely,



Paul Glaser
Manager

Glaser Electric Company, LLC

12525 East Jamison Place Box 8
Englewood, CO 80112-4533
Phone 303-790-4555
Fax 303-790-9565
Cell 720-635-1865
Email glaserelectric@yahoo.com

May 8, 2015

Adams County Government Center
4430 South Adams County parkway
4th Floor C4000A
Brighton, Colorado 80601

Attention: Ms. Jennifer Tierney

Subject: Rate Sheet

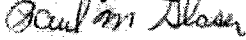
Dear Ms. Tierney:

This letter will serve to provide a rate sheet for our company in the event extra work is required. It is being sent per your bid request. The following rates would apply for this project.

1. Site electrical superintendent at \$95.00 per hour
2. Apprentice at \$53.00 per hour
3. Equipment Operator at \$56.00 per hour
4. Carpenter at \$55.00 per hour
5. Laborer at \$42.00 per hour

If you need any further information please call me at the Denver Construction Office telephone at 303-790-4555 or my cell at 720-635-1865.

Sincerely,



Paul Glaser
Manager

Glaser Electric Company, LLC

12525 East Jamison Place Box 8
Englewood, CO 80112-4533
Phone 303-790-4555
Fax 303-790-9565
Cell 720-635-1865
Email glaserelectric@yahoo.com

May 8, 2015

Adams County Government Center
4430 South Adams County parkway
4th Floor C4000A
Brighton, Colorado 80601

Attention: Ms. Jennifer Tierney

Subject: References

Dear Ms. Tierney:

This letter will serve to provide your office with three work references:

#1. Colorado Department of Transportation

4201 East Arkansas Avenue
Denver Colorado 80222
303-757-9011 (Alvin Stamp)

Traffic/Highway related electrical work. Average project is \$1,000,000.00

#2. Colorado Mesa University

1100 North Avenue
Grand Junction Colorado 81501
970-248-1020 (Kent Marsch)

Medium Voltage Electrical Distribution Campus Work. Average project is \$75,000.00

#3. Colorado State University

Facilities management Department
Fort Collins, Colorado 80523-6030
970-491-0020 (Mike Randall)

Medium voltage Electrical Campus Work. Average project size is \$750,000.00

If you have any further questions you may reach me at the Denver Construction phone #720-635-1865.

Sincerely,



Paul Glaser

Glaser Electric Company
General Manager

Glaser Electric Company, LLC

12525 East Jamison Place Box 8
Englewood, CO 80112-4533
Phone 303-790-4555
Fax 303-790-9565
Cell 720-635-1865
Email glaserelectric@yahoo.com

May 8, 2015

Adams County Government Center
4430 South Adams County parkway
4th Floor C4000A
Brighton, Colorado 80601

Attention: Ms. Jennifer Tierney

Subject: Work Plan

Dear Ms. Tierney

This letter will serve to provide an outline of the proposed work plan. It is being sent per your bid request. The plan outlines the following methods:

1. Directional Boring Method for the underground primary work
2. Cable pulling work will utilize digger truck and cable trailer
3. Reclamation work will be done with our own work forces using asphalt rakes and vibratory compactors
4. Demolition Work to be done with our own forces using jackhammers and cutoff saw

If you need any further information please call me at the Denver Construction Office telephone at 303-790-4555 or my cell at 720-635-1865.

Sincerely,



Paul Glaser
Manager

Fed X 5/7
Developers Surety

Surescape Insurance Services

7800 South Elati Street, Suite 100
• Littleton, CO 80120 •
(303) 225-8030 • Fax: (303) 225-8034

To: **GLASER ELECTRIC COMPANY, LLC**
12525 East Jamison Place
Englewood, Colorado 80112

Date: 5/7/15

Enclosed is our executed Bid Bond for your use in connection with the following project:

Project Name: **ADAMS COUNTY, COLORADO**
Phase III Electrical Distribution for the Adams County Regional
Park

Estimated Contract Price: \$300,000

Bid Date: May 15, 2015

Please Note:

*If the contract documents specify insurance coverages that go beyond your normal program,
your insurance Account Executive will address them with you under separate cover.*

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Alexander D. Rothey, Douglas J. Rothey, Cynthia M. Burnett, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark J. Lansdon
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me,
Date

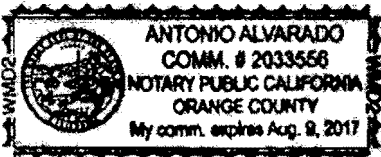
Antonio Alvarado, Notary Public

Here: Insert Name and Title of the Officer

personally appeared

Daniel Young and Mark J. Lansdon

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of May, 2015.

By: Cassie J. Bernisford
Cassie J. Bernisford, Assistant Secretary

Form of Proposal / Fee Breakdown:

Break down the fee proposal, with all lump sum costs for these services as not to exceed amounts, for the work as follows:

| <u>Service/Work Scope</u> | <u>Proposed Fee</u> |
|---|----------------------|
| 1. Rework at Waymire Dome / Demolition of old SWGR: | \$ <u>12,206.00</u> |
| 2. Existing Pumps from PMH-9: | \$ <u>35,881.00</u> |
| 3. Fairground Transformer & Service from PMH-9: | \$ <u>47,386.00</u> |
| a. Portable Transformer Sleds/Carts: | \$ <u>20,146.00</u> |
| 4. Exhibition Hall Service from PMH-9: | \$ <u>7,887.00</u> |
| 5. Golf Course Lift Station Service from PMH-12: | \$ <u>44,562.00</u> |
| 6. RV Park Service from PMH-12: | \$ <u>17,289.00</u> |
| 7. Amphitheater Transformer & Service from PMH-12: | \$ <u>59,075.00</u> |
| Grand Total for All Work: | \$ <u>244,432.00</u> |

Schedule Confirmation:

Contractor will complete work on or before July 2, 2015 Yes No

Contractor will complete work on or before July 24, 2015 Yes No SEE SCHEDULE PLAN

Fee Proposal Clarifications:

- A. All Bids must be furnished exclusive of taxes.
- B. Special services may be requested by the Owner for work not included in this project. Work under this provision requires prior authorization by Owner. Provide a Fee Schedule for the possibility of such work identifying project personnel, titles, and hourly rates. Fee schedule shall not be adjusted once a bidder is selected on this bid.

PAUL GLASER MANAGER
Name and Title (Printed)

Paul M. Glaser
Signature

5-15-15
Date



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.

Two hundred forty four four hundred thirty two \$ 244,432.⁰⁰
 Written Amount Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # 2
 If None, Please write NONE.

| | |
|-----------------------------|----------------|
| | |
| Company Name | Date |
| GLASER ELECTRIC COMPANY LLC | Paul M. Glaser |
| Address | Signature |
| 12525 E JAMISON PLACE | PAUL M GLASER |
| City, State, Zip Code | Printed Name |
| ENGLEWOOD CO 80112 | MANAGER |
| County | Title |
| ARAPAHOE | 303-790-9565 |
| Telephone 303-790-4555 | Fax |
| GLASERELECTRIC@YAHOO.COM | |
| Email Address | |

Submittal Checklist Submittal Checklist

- Bid Response
- Vendor Information Form
- W-9
- Contractor's Certification of Compliance
- Vendor's Statement
- All requirements in the qualifications section
- 2 number of paper copy(ies)
- One CD of submitted proposal in a single PDF document

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:

GLASER ELECTRIC COMPANY LLC
Company Name

5-15-15
Date

PAUL M GLASER
Name (Print or Type)

Paul m Glaser
Signature

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



Finance Department
4430 South Adams County Parkway
Brighton, CO 80601
PHONE 720.523.6055 FAX 720.523.6058

VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9
(Payments & New Vendor #'s will not be processed without a completed W-9)

PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

JFN TIERNEY CONTRACTS
Employee Name Department/Elected Office

Company Name (Please include dba name, if applicable.)

GLASER ELECTRIC COMPANY LLC NA
Company Name DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES NO

If YES, is invoice payment sent to your remit-to address or the manufacturer?

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES NO

If YES, please copy and complete this form for each location.

Remit-To Information (Invoice Payment):

GLASER ELECTRIC COMPANY LLC
Company Name

12525 E JAMISON PLACE
Address Address 2

ENGLEWOOD CO 80112
City County

State Zip Code

303-790-4555
Phone Number Fax Number

Address for Purchase Orders/Contracts (If different from above.)

Address Address 2

City County

State Zip Code

Phone Number Fax Number

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

303-790-4655
Phone Number

303-790-9565
Fax Number

Company Information

Web Address

GLASER ELECTRIC @ YAHOO. COM
Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

GLASER ELECTRIC @ YAHOO. COM
Company Email Address

Contact Information

PAUL GLASER
Contact Name

MANAGER
Position/Title

720-635-1865
Contact Phone Number

303-790-9565
Contact Fax Number

Contact Email Address (if different than above)

BUSINESS CLASSIFICATION – Please check all that apply and attach supporting documents for these business classifications:

- Small Business
- Disadvantaged
- Woman Owned
- Hub-Zone
- Business is 51% owned by physically disabled individual(s)

- Veteran Owned
- Vietnam Veteran
- Service Disabled Veteran

ETHNICITY OF BUSINESS – Please check where applicable

- Black American
- Hispanic American
- Asian Pacific American
- Subcontinent Asian American

- Native American
- Caucasian
- Other _____

CONFLICT OF INTEREST

Does this company employ any Adams County employees or their immediate family members? YES NO

If YES, please explain

Does this company have any financial interests with an Adams County employee? YES NO

If YES, please explain

Thank you!