

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 4th day of April 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Western States Reclamation Inc., located at 3756 Imperial Street, Frederick CO 80516, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2017.405 and the Contractor's response to the RFP 2017.405 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be from the Date of the agreement through July 31, 2017.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: fifty-eight thousand six hundred sixty-eight dollars and fifty cents (\$58,668.50) which includes a contingency of five thousand three hundred thirty-three dollars and fifty cents (\$5,333.50).

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

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

10.1. 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.

11. TERMINATION:

11.1. 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.

11.2. 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.

12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. 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, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

12.4. 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.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks
Contact: Shannon McDowell
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado
Phone: 303.637.8039
E-mail: smcdowell@adcogov.org

Department: Adams County Purchasing
Contact: Jen 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: Western States Reclamation, Inc.
Contact: Tyler Amen
Address: 3756 Imperial Street
City, State, Zip: Frederick, Colorado 80516
Phone: 303-868-9781
E-mail: tamen@wsreclamation.com

- 12.9. 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.
- 12.10. 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.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

- 14.1. 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.

- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. 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).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

County Manager

Todd Leopold
Todd Leopold

4/4/17
Date

Western States Reclamation Inc.

[Signature]
Signature

3/30/17
Date

Dan Zethren
Printed Name

P. F. O.
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 Weld

STATE OF Colorado)SS.

Signed and sworn to before me this 30th day of March, 2017,

by Dan Zethren,

[Signature]
Notary Public

NAOMI CASAVANT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164038974
MY COMMISSION EXPIRES OCTOBER 12, 2020

My commission expires on: 12 October 2020


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:

Western States Reclamation, Inc
Company Name

3/30/17
Date


Signature

Don Zethka
Name (Print or Type)

C. F. O.
Title

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

Exhibit A

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals the Restoration of Lafayette Park.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 2.1. Interested parties 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 January 31, 2017. All questions are to be submitted to Jennifer Tierney, Contract Administrator by email at jtierney@adcogov.org.
4. An Addendum to answer all questions will be issued no later than February 2, 2017.
5. Proposals
 - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 2:00 p.m. on February 9, 2017.
 - 5.2. The proposal opening time shall be according to our clock.
 - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 5.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 5.6. The proposal must be submitted on a CD or Flashdrive in a single PDF file not to exceed 25 pages. Brochures or other supportive documents may be included with the proposal narrative.
 - 5.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD or Flashdrive. These are the **last two pages of the RFP**.

- 5.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Lafayette Park Restoration and 2017.405.
- 5.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 5.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 5.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 5.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 5.16.1. Any Proposal which does not meet bonding requirements, or,
 - 5.16.2. Proposals which do not furnish the quality, or,
 - 5.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 5.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 5.16.5. Proposals which are not made to form.

- 5.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 5.21. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
6. Adams County is an equal opportunity employer.
7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
8. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

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

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

- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 9.1.1. Each Occurrence \$1,000,000
 - 9.1.2. General Aggregate \$2,000,000

- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 9.2.2. Personal Injury Protection Per Colorado Statutes

- 9.3. Workers' Compensation Insurance: Per Colorado Statutes

- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 9.4.1. Each Occurrence \$1,000,000
 - 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 9.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

- 9.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
 - 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
 - 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
 - 9.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
 - 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
- 10.** Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the

employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

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

End General Information

The remainder of this page is left blank intentionally.

Scope of Work

Lafayette Park Restoration

Site Background

The Adams County Parks and Open Space Department (County) has been receiving feedback from residents that certain areas of the Clear Creek Trail (Trail) seem unsafe and neglected. An informal parking area referred to as “Lafayette Park” has been targeted for improvements because it is located in an isolated area between the Trail and State Highway 224 (SH224), is forested, and has attracted nuisance users and littering. The land is owned by CDOT and managed cooperatively with the County. The County plans to improve the area by reducing access and restoring riparian habitat. As an initial step, CDOT has blocked vehicle access from SH224. The County now plans to eliminate access from the Trail and restore riparian habitat.

The Adams County Parks and Open Space Department has contracted with the Clear Creek Watershed Foundation (CCWF) to develop a site restoration plan and secure environmental clearances and permits in an area known as Lafayette Park (Site).

Most of the site is an un-paved former parking area (Attachment B – Photolog). Paved areas are limited to two access points and an old asphalt sidewalk around the north and east sides. There is an overstory of mature cottonwood trees (*Populus deltoids*) with approximately 80 percent canopy cover with deep ruts, compacted soil, litter, and scattered cottonwood trees. The ground within the parking area is mostly bare compacted soil with a few rutted areas. Herbaceous vegetation cover is approximately 15%, limited to areas close to trees, and consists almost entirely of non-native species. Smooth brome (*Bromus inermis*) is the dominant species. Other species include Canada thistle (*Cirsium arvense*), perennial sowthistle (*Sonchus arvensis*), dandelion (*Taraxacum officinale*), and kochia (*Bassia scoparia*).

The surrounding area has been heavily disturbed by past gravel mining and construction of I-270. The northern boundary of the Site is SH224. The area west of the Site is a weedy, disturbed, vacant land below an I-270 overpass. The south edge of the Site is bordered by a narrow gravel pond or borrow pit and the Clear Creek Trail is located south of this pond. A larger gravel pond is located east of the Site.

Scope of Work

The Site is located in Adams County, immediately south of State Highway 224 (East 70th Avenue), north of the Clear Creek Trail (Trail), and approximately 200 feet east of Interstate 270 (I-270). The SH224 right-of-way (ROW) extends into the project area. The project would restore approximately 0.85 acres of disturbed riparian habitat (see Attachment A for location, project area, wetlands, and landscape plan). Most of the area is a flat, un-paved former parking area with deep ruts, compacted soil, litter, and an overstory of mature plains cottonwood trees. There is a fence around most of the parking area (Attachment B – Photolog). Past access has been via a paved driveway from SH224 (northwest corner) and a paved path from the Clear Creek Trail (southeast corner). Both access points are currently blocked by barbed wire. There is an old chip-seal path along the north and east edge of the parcel; portions of the path along the east side of the site are broken and/or buried. A Special Use Permit from the Colorado Department of

Transportation has been obtained to complete this work in CDOT right-of-way, but will need to be renewed by the contractor, which should be a relatively simple process at this point.

Restoration of the parking area would involve removing asphalt and a small culvert, followed by re-vegetation. Removal work will occur in three areas:

1. The southeast access path from the Clear Creek Trail would be removed, including a small culvert and approximately five feet of fill. A more natural drainage would be created in this location to connect the two ponds. In order to maintain the existing hydrology, the bottom elevation off the culvert would match the existing bottom elevation of the culvert. Slopes would be graded at a 3:1 ratio until they match the elevation of the adjacent topography. Removal of the paved path and culvert would discourage people from cutting across the Site to travel between the Trail and SH224. The asphalt apron adjacent to the Trail would remain so that users have a place to pull off of the trail.
2. At the northwest access road from SH224, approximately 6,500 sq. ft. of asphaltic chip seal will be removed. The apron at the point of entry to the project area will be retained. CDOT's barrier across the entry point from SH-224 will be replaced with a deer fence as part of this project.
3. The discontinuous paved path around the north and east edge of the Site will be removed.

Site work and planting will include:

1. Swales placed to avoid trees. The "~12-inch" deep part of the swale should be at a depth that the soil is in between moist and saturated.
2. Revegetation of site, following conceptual landscape plan (Attachment A) and using the Tree and Shrub Planting List (Attachment C) and Riparian Seed Mix (Attachment D). Cuttings for cottonwoods and peach-leaf willow can be used (See Additional Guidelines). The cutting should be inserted to address individual species planting instructions and specific ground water needs based on seasonal high groundwater table.
3. Contract covers guaranteed weed control, % cover native plant survival rate, and % weed cover, number of weed control visits (see Table 1 and Table 2 below). Specify your plan for water and maintenance.
4. Install deer fencing (see specifications in Attachment F) to restrict vehicular access to site. Deer fencing shall be installed substantially as shown on Attachment G, which depicts approximately three hundred fifty (350) linear feet of fencing from the bridge support under I-270 to the guardrail east of the northwest access on this site.

Additional Guidelines

WILLOW AND COTTONWOOD CUTTINGS

Onsite Harvesting Guidelines

1. No more than 1/3 of any individual plant should be removed.
2. Harvest during the dormant period between leaf fall and bud break.
3. Use healthy stems (i.e., "green" wood in cross section) that are relatively straight and covered in smooth bark (i.e., not furrowed or damaged).
4. Trim off the apical bud and all side branches so cutting is a single stem.

Narrowleaf willow (*Salix exigua*) cuttings:

1. Cuttings diameter: 1/2 to 1 ¼ inch.
2. Cuttings length: 3 to 4 feet.
3. Prior to planting, soak cuttings for a minimum of 24 hours.
4. Plant cuttings on 2-foot centers.
5. Plant approximately half of the cutting below ground, with the bottom 6-8 inches below the water table.
6. At least 3-4 buds above the ground (four inches minimum).
7. Plant 100 cuttings in the culvert removal area.
8. Plant five groups of 20 (~80 square feet each) in other FACW planting areas (Figure 4).

Peach-leaf willow (*Salix amygdaloides*) cuttings.

1. Cuttings diameter: 1.5 to 3 inches in diameter
2. Cuttings length: 6 to 7 feet.
3. Prior to planting, soak cuttings for 5-14 days.
4. Plant in areas one to two feet above groundwater.
5. Plant half of the cutting below ground.

Plains cottonwood (*Populus deltoides*) cuttings

1. Cuttings diameter: 1.5 to 3 inches in diameter
2. Cuttings length: 12 to 14 feet.
3. Prior to planting, soak cuttings for 5-14 days.
4. Plant approximately half of the cutting below ground.
5. The bottom 2 to 3 inches of the cutting should be in contact with groundwater.

Additional Information on Cuttings

Colorado Riparian Association, 2008. "A Guide for Harvesting, Storing, and Planting Dormant Willow Cuttings." Available at: <http://coloradoriparian.org/a-guide-for-harvesting-storing-and-planting-dormant-willow-cuttings-2/>. Published June 20, 2008.

Tamarisk Coalition, 2014. "Suggested Methodologies for Cottonwood Pole, Willow Whip, and Longstem Plantings." Available at: http://www.tamariskcoalition.org/sites/default/files/resource-center-documents/Cottonwood_Willow_Cutting_Guide.pdf.

Table 1 – Vegetation Establishment Requirements

Date	Narrow-leaf willow cuttings ¹	Container stock, cottonwood cuttings, peach-leaf willow cuttings (Minimum Percent)	Non-Native Cover (Maximum Percent)	Invasive Species Cover (Maximum Percent) ³
October 2017	60% survival (N ≥ 60) of cuttings in culvert removal area. 60% survival of cuttings (N ≥ 12) in at least four other areas. ²	90% survival	5	0
March/April 2018	30% cover and 50% (N ≥ 50) survival in culvert removal area. 30% cover and 50% (N ≥ 10) survival in at least three other areas. ²	80% survival	10	0

NOTES:

¹The goal is to have narrowleaf willows established in the culvert removal area and at least three other areas.

²If hydrology is not appropriate for narrowleaf willows, then other species may be substituted (one quart container for three cuttings).

³Invasive species are defined as species on the Colorado Noxious Weed Inventory list-A and list-B.

Table 2 - Anticipated Maintenance and Monitoring - April 2017 through April 2018

Date	Activity
Planting April 2017 with initial completion by May 15, 2017	Contractor is responsible for maintenance as needed to meet vegetation establishment requirements. Maintenance includes weed control, re-seeding, re-planting, and watering. Supplemental watering is expected to be necessary.
April 2017 through April 2018	<p>Contractor Monitoring/Maintenance</p> <ol style="list-style-type: none"> 1. Bare soils shall be seeded and mulched as necessary. 2. Address any erosion issues. 3. Control weeds. 4. Re-plant per below, adjust locations to conditions as needed, and mark changes on as-builts. <ol style="list-style-type: none"> a. Replace all dead container stock. b. Replace all dead cuttings of cottonwoods and peachleaf willows with container stock of the same species (minimum 5 gallons and 2" diameter). c. In any areas where narrowleaf willow cuttings were planted and survival is less than 50%, replace with container stock (minimum size of 40 cubic inches, 2-3 foot centers). d. If hydrology is not appropriate for narrowleaf willows, other species from Table 1 may be substituted (one quart container for three cuttings).
Mid-July 2017	Contractor Summer Monitoring: Evaluate site per vegetation establishment requirements and submit written summary to the County. Replant as needed.
October 2017	Contractor Fall Monitoring: Evaluate site per October 2017 vegetation establishment requirements and submit written summary to the County. Replant as needed.
March 2018	Contractor Spring Monitoring: Evaluate site per March/April 2018 vegetation establishment requirements, submit written summary to the County, and prepare for final inspection. Replant as needed. Remove any remaining plant supports, erosion control structures, etc.
April 2018	Contractor Final Inspection: Contractor will walk site with County representative to review compliance with vegetation establishment requirements.

Proposal Requirements

The **Proposal Response** must address the following items:

The following will be considered the minimum contents of the proposal:

1. Signed Proposer's Cover Sheet
2. The responders full company name and address, indicate a main contact person with title and phone number, Federal I.D. number and Colorado tax I.D. number (if applicable).
3. A complete description of construction services to be provided and major tasks to be accomplished. Detail the methods that will be used for site restoration.
4. A project schedule and a detailed work plan that will identify the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing.
5. An outline of the contractor's background and experience, a list of personnel who will actually conduct the project detailing their training, work experience, and hourly fees. No change in personnel assigned to the project will be permitted without approval of Adams County.
6. List and describe 3 relevant past/present projects.
7. List three references, including contact name and phone number, for projects previously completed and similar in scope.
8. Listing and information about any suppliers or subcontractors to be used.
9. Completion of the Cost Proposal for each specified task or line item (Cost shall be place in a sealed separate envelope marked Cost proposal)

Evaluation of Proposals

The factors on which proposals will be judged are:

1. Expressed understanding of project objectives.
2. References, past performance, and qualifications/experience of key personnel working on the project.
3. Cost breakdown including estimated costs for personnel, equipment and material. The specific types of equipment proposed for accomplishing the work, should be specified.
4. Quality of Proposal, creativity, and recommendation of anticipated restoration concepts.
5. Timeline for work to be completed.

Deliverables and Line Items

Please provide individualized costs on a Time and Materials basis (not to exceed) for each deliverable and line items in the subsequent section to allow for budget selection. All listed items correspond to the SOW described above. **Bold text** denotes condensed references to items for the contractor's cost proposal. Contractors should submit any questions they have about the specific elements to be addressed in the cost proposal to the purchasing agent by the deadline.

Proposals must include a maintenance schedule that includes weed control, re-seeding, and watering as needed to meet the vegetation establishment requirements (See Additional Guidelines). The contractor will be responsible for maintaining plantings from initial planting through final inspection by the County in April 2018. The schedule should cover the period

from planting through April 2018. The contractor must comply with CDOT's Environmental Clearances Information Summary dated May 2016 (please see Attachment E). All site work and planting will be approved by Adams County Parks and Open Space. Upon completion of planting, Adams County Parks and Open Space may request a walk through with the contractor.

Approach to Providing Services

The contractor's proposal shall include a concise description of the means and methods proposed to execute the scope of work including the equipment to be employed and the general order (workflow) in which the site features will be addressed. This description should also include the specific proposed management practices. Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

Experience and Personnel

The contractor's proposal should include concise but complete descriptions of 3 prior projects that demonstrate the company project team's capability to perform the specific scope of work set forth in this RFP. Identify the Contractor's overall experience performing riparian area restoration techniques. Describe the project team in terms of their cohesion (experience working together) and suitability to task. Identify personnel who will work on this project, their roles/responsibilities for the project, and their experience and qualifications for this work.

Title 8-17-101, C.R.S., as amended applies to this contract and states that eighty percent of the laborers employed on each project must be Colorado labor. "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age or religion." The rate of wages to be paid for all laborers and mechanics shall be in accordance with the laws of Colorado. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

References

The Contractor shall provide three references for previously completed projects of similar scope.

Cost Proposal

The Contractor shall provide **two copies** of the information indicated in the following Cost Proposal table in a separate sealed envelope marked Fee Proposal, this shall be included with the proposal form. Fees should include costs for each task for personnel, equipment and delivered (or scavenged) material. If an operator is included in the equipment cost, please specify the equipment and the total cost under the equipment line item. **Please also include a contingency line item that equals 10% of the total proposed cost for this project and include this contingency in the total proposed fee for the project.**

Any changes to final quantities for specific line items will be established during development of a contract and scope of work with the Contractor selected for the project.

Table 3 – Contractor’s Cost Proposal

Task/Deliverable	Personnel¹	Equipment²	Material³	Cost
1. Controls For Sediment, Erosion and Tree Protection				
2. Solid Waste Excavation, Consolidation and Disposal				
3. Soil Preparation, Tilling and Application of Soil Amendments				
4. Acquire and Plant Trees, Shrubs, Grass and Forbs Seed Mix				
5. Fence installation				
6. Water and Maintenance Plan				
7. Contingency (10%)				
TOTAL				

(Contractor may report costs and information for the tasks and deliverables using the company’s cost reporting format and expanding the cost proposal to any desired level of detail)

Attachments

A - Figures 1 – 4:

- 1) Lafayette Site Location Map
- 2) Project Area Plan View
- 3) Wetland Delineation
- 4) Conceptual Landscape Plan

B - Lafayette Site Photolog

C - Lafayette Park Tree and Shrub Planting List

D - Lafayette Park Riparian Seed Mix

E - CDOT’s Environmental Clearances Information Summary dated May 2016

F – CDOT’s Deer Fence and Gates specifications

G – Lafayette Park Fencing Plan

¹ Management/Super, Operators, laborers

² Equipment types; estimated hours

³ Material types; scavenged, imported

Submittal Checklist

- Response to RFP
- W-9
- Contractor's Certification of Compliance
- Proposal Form/Contractor's Statement
- References
- Once marked original and five paper copy(ies)
- One CD or Flashdrive of submitted proposal in a single PDF document
- 2 copies of the Cost Proposal and Proposal Form in a separate sealed envelope**

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



PROPOSAL FORM
Lafayette Park Restoration

CONTRACTOR'S STATEMENT

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

_____ \$ _____
Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

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

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

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Winner123, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

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

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

3. TERM:

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

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

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

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

6. NONDISCRIMINATION:

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

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

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

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

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

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

9. TERMINATION:

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

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

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. 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.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes,

strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an email was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

Email:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

Email:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Email:

Contractor: Winner 123

Contact:

Address:

City, State, Zip:

Phone:

Email:

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

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

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

and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such

three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 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.

The remainder of this page has been left blank intentionally.

SAMPLE

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

Signature

Name (Print or Type)

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



Western States Reclamation, Inc.

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

Lafayette Park Restoration

JT 2017.405

February 9, 2017

Contractor:

Western States Reclamation, Inc.
3756 Imperial Street
Frederick, CO 80516

Owner:

Adams County Colorado

Bid Submission:

Purchasing Division of the Finance Department – Adams County Government Center
4430 South Adams County Parkway
Fourth Floor, C4000A
Brighton, CO 80601

Western States Reclamation, Inc.

Signature: _____

Print Name: _____

DANIEL ZETHEMAN

Title: _____

CFO/CONTROLLER

Date: _____

02/09/2017



Western States Reclamation, Inc.

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

WSRI Contact Information:

Tyler Amen – Estimator / Project Manager

(303) 868-9781

tamen@wsreclamation.com

EIN Number: 84-0903258

DUNS Number: 102554565



Western States Reclamation, Inc.

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Description of Work:

Western States Reclamation, Inc. has reviewed the project documents in full and has provided a proposal based off of this. We believe we can successfully complete the scope of work as described in the bidding documents. Once onsite, WSRI fully understands that some adjustments may need to be made in the field. WSRI will work closely with the project owner and designer to complete a high quality project while keeping budget restraints in mind.

WSRI anticipates working onsite for a total of 10 working days.

WSRI plans to complete this project in the following manner:

- Upon project startup we plan to install erosion control devices. We have planned to install silt fence and erosion logs around the perimeter of the project where there may be a potential of sediment leaving the site. We also have a plan set to install construction fencing as tree protection around the site.
 - o All of this work can be completed in one day.
- Once the site has sediment controls in place. WSRI will complete all removals on the site. We will remove all specified asphalt and chip seal. Also, remove fencing and wood posts. We plan to have a subcontracted trucking service to haul all the asphalt and chip seal offsite for recycling.
 - o Anticipate all removals taking a little over one day.
- After removals, WSRI plans on completing all grading activities on the site. This includes the grading of the swale where culvert is currently located, distribution of excess soils on the site, site de-compaction, and planting swales installation. We plan on using a combination of equipment to perform this work. Equipment list currently includes: Bobcat 341 Mini-Excavator, John Deere 333D Tracked Skid steer, John Deere 624K Front End Loader, and a John Deere 650LGP Dozer.
 - o Anticipated schedule of four days.
- Once all grading and decompaction is complete. WSRI will start the processes for seeding and plant installation.
 - o WSRI has included the price to apply soil amendments to the location per standard CDOT specifications. This includes compost application at a rate of 65 cy/ac, Richlawn 5-3-2 applied at 600 lbs/ac, and Humates applied at 200 lbs/ac. Given the short duration of this project, if a soil test is taken upon notice to proceed, the results will take at least two weeks to come back. We



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feel with the application of the above amendments it will cover a wide range of soil types ensuring acceptable grass coverage on the site.

- We intend to create a seed bed by rototilling the site with a tracked skid steer and attachment. Seed will be applied with a native grass drill, and/or hand seeded & raked in non-accessible areas. Straw mulch will then be applied to the site at a rate of 2 tons per acre, and “crimped” or anchored into the soil.
- All potted plants for the project will be installed per standard CDOT specifications. We have included backfilling with compost, mulch rings around plants with western red cedar mulch, and the use of Terra-Sorb water absorbing crystals.
 - Anticipated schedule of four days for this work
- After all grading, seeding, and planting has been completed. WSRI plans to subcontract Ideal Fence Company to install the deer fence.
 - Schedule of three days to complete fencing.

Watering & Maintenance for one year:

WSRI has included the following in our watering and maintenance plan to achieve desired establishment:

- We will replace all plantings as needed to achieve the project specified establishment.
- Watering and hand weeding of all plantings will take place over the year.
- One mowing of the site will take place
- One herbicide treatment will take place if necessary.
- Also, one time inter-seeding of the site will take place to create the desired vegetative cover.



Western States Reclamation, Inc.

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WSRI Background & Experience

Western States Reclamation Inc. has been in business since 1983. We have a wide variety of past projects, most dealing with excavation, grading, plantings, and maintenance. Attached you will find a statement of qualifications for WSRI. This includes a variety of projects we have performed in the past.

Western States Reclamation, Inc. (WSRI) is a full service environmental contracting corporation consisting of landscape and reclamation divisions. Our contracting services have the ability to implement a variety of revegetation and landscaping techniques by using the most up-to-date equipment operated by skilled personnel. WSRI manages several concurrent projects supervised by highly qualified foremen and superintendents. Our management team consists of leading industry professionals with academic backgrounds and years of experience in our field. The principals of the company were formerly employed by a leading energy company as Environmental Scientists and Reclamation Specialists.

WSRI has completed reclamation and landscaping projects for municipalities and private corporations since 1983. The company has completed high profile, award-winning projects throughout the United States. WSRI is licensed or has permits to work in Arizona, Arkansas, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, Texas, Utah, South Dakota and Wyoming.

Similar Projects:

- US 36 Offsite Environmental Mitigation
 - o Project was completed for DCOT & Boulder County Open Space & Mountain Parks. This project involved grading, sod transplantation, seeding, and the planting of over 18,000; shrubs, wetland plugs, and willow cuttings. Contract Amount of \$365,830.44
 - Refer to page 25 of our reclamation statement of qualifications for a more in depth description of project.
- CDOT I-70 ROW Acquisitions – Phase I
 - o This project is ongoing for CDOT. This includes the site grading and stabilization of buildings that have been demolished for the reconstruction of I-70 just east of I-25. WSRI has been implementing erosion control devices during demolition, importing soil and grading all sites as well as seeding. Current Contract Amount of \$507,767.30
- Fort Collins Natural Area



Western States Reclamation, Inc.

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

- This project was for Ecological Resource Consultants. Project involved 9 acres of grading, soil amendments, and revegetation. WSRI also installed 11,000 wetland plugs, 1,000 shrubs, and 3,000 willows. Project was completed for an amount of \$120,000

Key Project Personnel:

Division Manager: Colby Reid; \$85/Hr

Lead Estimator / Project Manager: Joe Schneider; \$85/Hr

Estimator / Project Manager: Tyler Amen; \$75/Hr

General Superintendent: Clint Snow; \$65/Hr

Landscaping Superintendent: Jeff Powell; \$45/Hr

Landscaping Foreman: Charlie Ampe; \$40/Hr

Reclamation Superintendent: Justin Keith; \$45/Hr

Reclamation Foreman: Dustin Burchfield; \$40/Hr

**See Attached Statement of Qualifications for Resumes of lead project personnel.

This project team has been working together for a minimum of three years. Some individuals have been working cohesively for over 10 years. We have no doubt this project will be completed on schedule and exceed the owner's expectations.

References:

Ecological Resource Consultants, Inc.

Dave Blauch, Vice President, Senior Ecologist

Office: (303) 679-4820

WSRI has worked with Dave on large scale restoration project in the past. Dave has also provided WSRI with a letter of recommendation that is printed in our statement of qualifications packet that was provided with the bid proposal for the Coal Creek Canyon EWP projects.

Ecosystem Services, LCC

Jon Dausvardis, P.W.S, Owner - Restoration Ecologist

Office: 970-812-3267

Cell: 303-579-6167



Western States Reclamation, Inc.

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

Grant Gurnee, P.W.S., Owner- Restoration Ecologist

Office: 970-812-3267

Cell: 303-746-0091

WSRI has worked with Jon & Grant on the Bellvue water treatment plant bank restoration project. Please see attached SOQ for more information on the project.

ECSO Associates Inc.

David L. Buckner, Ph.D., Senior Restoration Ecologist, President

Office: 303-447-2999

WSRI has worked with David Buckner multiple times over the years. David has also provided WSRI with a letter of recommendation that is in our statement of qualifications packet.

Suppliers

1. Triton Environmental
 - a. All erosion control materials & fertilizers
2. Granite Seed and Erosion Control Company
 - a. Seed supplier
3. Renewable Fiber
 - a. Compost
4. Green Spot
 - a. Plant Material
5. Fort Collins Wholesale Nursery
 - a. Plant Material
6. Aquatic & Wetland Nursery
 - a. Plant Material
7. Colorado Materials
 - a. Wood Mulch

Subcontractors

1. Ideal Fence Company
 - a. CDOT Fence



Western States Reclamation, Inc.

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

2. Ram-Co Trucking Services
 - a. Hauling Waste Material

Cost Proposal

In Attached Envelope

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

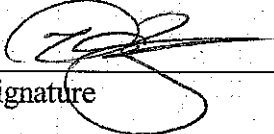
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CONTRACTOR:

WESTERN STATES RECLAMATION, INC
Company Name

02/09/2017
Date

DAN ZETHELEN
Name (Print or Type)


Signature

CEO/CONTROLLER
Title

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Western States Reclamation Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 3756 Imperial St.	Requester's name and address (optional)
	6 City, state, and ZIP code Frederick, CO 80516	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px;">8</td><td style="width: 20px;">4</td><td style="width: 20px;">-</td><td style="width: 20px;">0</td><td style="width: 20px;">9</td><td style="width: 20px;">0</td><td style="width: 20px;">3</td><td style="width: 20px;">2</td><td style="width: 20px;">5</td><td style="width: 20px;">8</td> </tr> </table>	Social security number																				or										Employer identification number										8	4	-	0	9	0	3	2	5	8
Social security number																																																			
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Employer identification number																																																			
8	4	-	0	9	0	3	2	5	8																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>5/14/15</u>
------------------	----------------------------	-----------------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Western States Reclamation, Inc.

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

Task / Deliverable	Personnel	Equipment	Material	Cost
1. Controls for sediment, erosion, and tree protection	\$1,967.00	\$255.00	\$803.00	\$3,025.00
2. Solid waste excavation, consolidation, and disposal	\$4,351.00	\$5,904.00	\$595.00	\$10,850.00
3. Soil preparation, tilling, and application of soil ammendments	\$1,134.00	\$1,418.00	\$1,958.00	\$4,510.00
4. Acquire and plant trees, shrubs, grass and forb seed mix.	\$4,141.00	\$1,478.00	\$5,331.00	\$10,950.00
5. Fence installation	\$4,160.00	\$3,905.00	\$3,235.00	\$11,300.00
6. Water and maintenance plan	\$7,806.00	\$4,242.00	\$652.00	\$12,700.00
7. Contingency (10%)				\$5,333.50
TOTAL				\$58,668.50

Western States Reclamation, Inc.

Signature: _____

Printed: DAN ZETHEGEN

Date: 02/09/2017



PROPOSAL FORM
Lafayette Park Restoration

CONTRACTOR'S STATEMENT

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

FIFTY EIGHT THOUSAND SIX HUNDRED SIXTY EIGHT AND 50/100 \$ 58,668.50
Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

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

<u>WESTERN STATES RECLAMATION, INC.</u>	<u>02/09/2017</u>
Company Name	Date
<u>3756 IMPERIAL STREET</u>	
Address	Signature
<u>FREDERICK, CO 80516</u>	<u>DAN ZETHEREN</u>
City, State, Zip Code	Printed Name
<u>WELD</u>	<u>CFO/CONTROLLER</u>
County	Title
<u>303-833-1986</u>	<u>303-833-4447</u>
Telephone	Fax
<u>tamen@wsreclamation.com</u>	
Email Address	