

**ADAMS COUNTY
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 23rd day of January, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Energes Services LLC, located at 1328 East 18th Street, Greeley Colorado, 80631, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

JTH-2017.458 Twin Lakes Park Improvements

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

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

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

accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

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

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

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

- 4.1. Term of Agreement: The work to be performed under this Agreement shall be complete by December 31, 2018.

5. PAYMENT AND FEE SCHEDULE

- 5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of one million nine hundred twenty-four thousand nine hundred seventy-one dollars (\$1,924,971.00).

- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
- 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
- 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

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

sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000		7,000

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

7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 7.1. 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.

8. WARRANTY

- 8.1. 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.

9. SUBCONTRACTING

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

10. CHANGE ORDERS OR EXTENSIONS

10.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

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

11. INSPECTIONS, REVIEWS AND AUDITS

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

12. CLEAN-UP

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

13. PROJECT ADMINISTRATION

13.1. The Project Manager for this Agreement shall be Marc Pedrucci, who can be reached by phone at 303-637-8014. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

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

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

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

14. NONDISCRIMINATION

14.1. 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.

14.1.1. 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.

15. INDEPENDENT CONTRACTOR

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

16. INDEMNIFICATION

16.1. The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

17. INSURANCE

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

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

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

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

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

- 20.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 20.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 20.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 20.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
- 20.7.2. Immediately upon hand delivery; or,
- 20.7.3. Immediately upon receipt of confirmation that an E-mail was received.
- 20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Parks and Open Space
Contact: Marc Pedrucci
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8014
E-mail: mpedrucci@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney-Hammer
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: Energes Services, LLC
Contact: Brian Roe
Address: 1328 East 18th Street
City, State, Zip: Greeley, Colorado 80631
Phone: 970.353.5133
E-mail: broe@energesenvironmental.com

- 20.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 20.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 20.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 20.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

**ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS**

Mary Dodge
Chair

January 23, 2018
Date

ENERGES SERVICES, LLC

[Signature]
Signature

1/23/18
Date

Tom Bail
Printed Name

OPERATIONS MANAGER
Title

ATTEST:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Weld)

STATE OF Colorado)SS.

Signed and sworn to before me this 12th day of January,

by Thomas Bail,

[Signature]
Notary Public

MARIANA A VEGA
Notary Public
State of Colorado
Notary ID # 20174003908
My Commission Expires 01-25-2021

My commission expires on: 01/25/2021

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:

ENERGES SERVICES LLC
Company Name

1/17/18
Date

Tom Bail
Name (Print or Type)

[Signature]
Signature

Operations Manager
Title

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



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID (IFB)
COVER SHEET

IFB Issue Date: October 24, 2017
IFB Number: IFB-JTH-2017-458
IFB Title: **TWIN LAKES PARK/CLEAR CREEK TRAIL
IMPROVEMENTS**

Pre-Bid Meeting: **ATTENDANCE IS RECOMMENDED**
October 30, 2017 at 2:00p.m. MT
Waymire Dome Building 9755 Henderson Road Brighton,
Colorado 80221

IFB Questions Due: November 2, 2017
Bid Due Date: November 15, 2:00 pm MT, Our Clock
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

For additional information please contact: Jennifer Tierney-Hammer,
Contract Specialist
720-523-6049

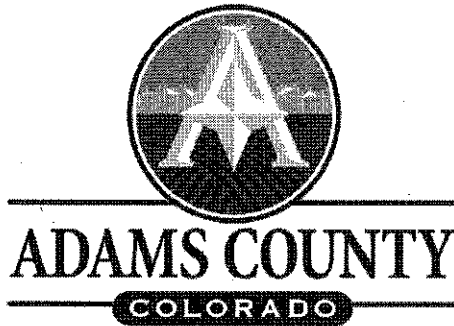
Email Address: jtierney@adcogov.org

Documents included in this package:

- Bid Instructions
- General Terms and Condition
- Submission Form
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Appendix A – Sample Agreement

Attachment A: Twin Lake Specifications
Pricing Form,
Erosion and Sediment Report
Level 2 Drainage Report
Engineering Drawings

Attachment B: Clear Creek Specifications
Pricing Form
Engineering Drawings



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
BID INSTRUCTIONS**

1. **PURPOSE:** The purpose of this IFB is to purchase Services as specified herein from a source(s) of supply that will give prompt and efficient service to the County.

2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

Hand Deliveries accepted:
Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Jennifer Tierney-Hammer
Contract Specialist,
IFB-JT-17-458

ATTN: Jennifer Tierney-Hammer
Contract Specialist,
IFB-JT-17-458

3. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Twin Lakes Park/Clear Creek Trail Renovation.

4. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>

4.1. Interested parties must register with this service to receive these documents.

5. **BONDING/SURETY REQUIREMENTS:**

5.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.

5.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution, or as otherwise defined in the Specifications/Scope of Work.

5.3. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570) as amended, and be authorized to transact business in the State of Colorado.

5.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.

5.5. Liquidated Damages will apply.

5.6. Bonds may be submitted on the Standard AIA form.

6. CONTRACTUAL OBLIGATIONS

6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

6.3. 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.

6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.

6.6. Incorrect Pricing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

7. PRE-BID CONFERENCE AND WALK-THROUGH IS MANDATORY:

7.1. A **mandatory** pre-bid conference will be held on October 25, 2017 at the Adams County Twin Lakes Park, 200 W. 70th Ave, Denver, Colorado, 8022, to discuss the Specifications and Work Scope. A representative of the Contractor must attend this **mandatory** conference in order to qualify to respond to this Agreement.

8. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who is the most responsive and responsible bidder.

9. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Jennifer Tierney Hammer, Contract Specialist, Purchasing Division, Adams County, jtierney@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
10. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
11. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
12. 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.
13. BUDGET: Budget will not be disclosed.
14. DEBARMENT: By submitting this bid, the Contractor warrants and certifies that he/she is eligible to submit a bid because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601.

INVITATION FOR BID
GENERAL TERMS AND CONDITIONS

15. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

16. CONTENTS OF BIDS

16.1. **GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:

16.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

16.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

16.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

17. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as sub Contractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a Bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

18. 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.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

19. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

19.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.

19.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

19.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

19.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

19.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

19.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts

the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

19.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

19.2.2.1. Federal Identification Number: 20-1971780

19.2.2.2. State of Colorado Tax Exempt Number: 98-03569

20. SIGNING PROPOSAL

20.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

21. PREPARATION AND SUBMISSION OF PROPOSAL

21.1. PREPARATION

21.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

21.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Bid may be invalid and may not be considered.

21.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark

21.1.4. Pricing shall be provided by the Contractor on the Pricing Form. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

21.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.

21.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

21.2. SUBMISSION

- 21.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.
- 21.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Bid non-responsive.
- 21.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 21.2.4. Bid 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.
- 21.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 21.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

22. LATE BIDS

- 22.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 22.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 22.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside:

Twin Lake Parks/Clear Creek Trail Renovation IFB-JT-17-458.

- 22.4. 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 Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a

situation severe enough to cause the Board of Commissioners to close the County offices.

23. WITHDRAWAL OF BIDS

23.1. **MODIFICATIONS TO BIDS.** Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

23.2. WITHDRAWAL OF BIDS

23.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Bid submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

23.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

24. REJECTION OF BIDS

24.1. **REJECTION OF BIDS.** The County may, at its sole and absolute discretion:

24.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;

24.1.2. Re-advertise this Solicitation;

24.1.3. Postpone or cancel the process;

24.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

24.2. **REJECTION OF A PARTICULAR BID.** In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

24.2.1. The Contractor misstates or conceals any material fact in its Bid Response;

24.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;

24.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

24.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or

24.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

24.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

25. ELIMINATION FROM CONSIDERATION

25.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

25.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

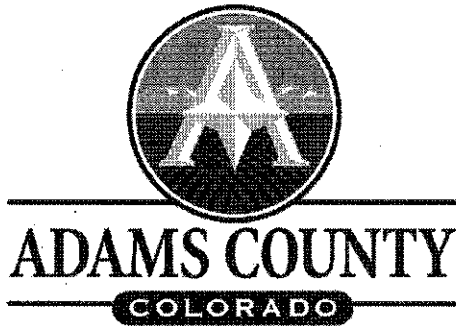
25.3. Any communications in regards to this IFB must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

25.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

25.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

26. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

27. AWARD OF SOLICITATION. The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
SPECIFICATIONS/SCOPE OF WORK**

I. SPECIFICATIONS/SCOPE OF WORK

See Attachments A (Twin Lake Project) and B (Clear Creek Trail) for Specifications/Scope of Work and Bid Schedule

II. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF BIDS: Three (3) hardcopies (to include one (1) ORIGINAL), and one (1) electronic (USB or CD PDF document) must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

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ADAMS COUNTY
COLORADO

**Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601**

**INVITATION FOR BID
BID SUMMARY FORM**

BID SUMMARY-TWIN LAKES PARK

TOTAL FROM BID SCHEDULES: \$ _____
(Amount in Figures)

_____ DOLLARS.
(Written Amount)

BID SUMMARY-CLEAR CREEK

TOTAL FROM BID SCHEDULES: \$ _____
(Amount in Figures)

_____ DOLLARS.
(Written Amount)



ADAMS COUNTY
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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

- | | | |
|--|------------|-----------|
| Does your Bid comply with all the terms and conditions of this Solicitation? | YES | NO |
| Requirements met and response included? | YES | NO |
| May any other governmental entity avail itself of this Agreement and purchase any and all items specified? | YES | NO |
| Have all Addendums been acknowledged and enclosed on the Contractors Statement? | YES | NO |
| Original and the number of copies specified enclosed including electronic copy? | YES | NO |
| Has a duly authorized agent signed the Contractors Statement ? | YES | NO |
| If applicable, have all necessary Bonds been included? | YES | NO |
| Contractor Certification of Compliance signed and enclosed? | YES | NO |



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Contractor Name

Printed or Typed Name

Signature

Title

Date

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



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
CONTRACTOR'S STATEMENT

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

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name Date

Signature Printed Name

Title

Address

City, State, Zip Code County

Telephone Fax

Email



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
REFERENCE FORM

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

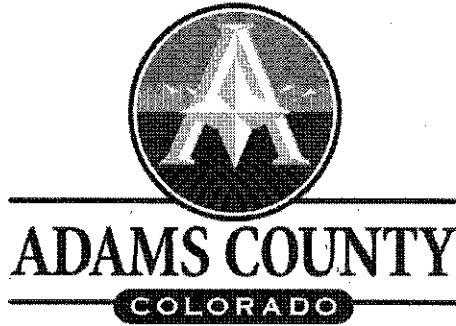
Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
APPENDIX A
SAMPLE AGREEMENT

The Sample Agreement is included in this solicitation for informational and reference purposes only.

**ADAMS COUNTY
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this _____ day of _____, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Contractor Name, located at Address123, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

Solicitation & Project

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

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

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.

- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the

requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

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

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

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

- 4.1. Term of Agreement: The work to be performed under this Agreement shall be for XXX

5. PAYMENT AND FEE SCHEDULE

- 5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of (\$).
- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
 - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
 - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or

amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

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

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000	---	7,000

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

7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 7.1. 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.

8. WARRANTY

8.1. 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.

9. SUBCONTRACTING

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

10. CHANGE ORDERS OR EXTENSIONS

10.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

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

11. INSPECTIONS, REVIEWS AND AUDITS

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

12. CLEAN-UP

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

13. PROJECT ADMINISTRATION

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

14. NONDISCRIMINATION

- 14.1. 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.
- 14.1.1. 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.

15. INDEPENDENT CONTRACTOR

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

16. INDEMNIFICATION

16.1. The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

17. **INSURANCE**

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

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

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

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

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

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence	\$1,000,000
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*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.

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

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

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

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

17.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for

performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

18. TERMINATION

- 18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 18.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 18.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 18.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

19. BONDING:

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

20. MUTUAL UNDERSTANDINGS

- 20.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, 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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, *et seq.*, C.R.S.
- 20.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

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

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

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

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

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

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

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

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

**ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS**

Eva J. Henry, Chair

Date

CONTRACTOR

Signature

Date

Printed Name

Title

ATTEST:

Stan Martin, Clerk and Recorder

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

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

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

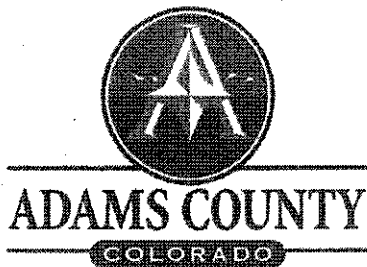
Name (Print or Type)

Signature

Title

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

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
BID SUMMARY FORM

BID SUMMARY-TWIN LAKES PARK

TOTAL FROM BID SCHEDULES: \$ 1,924,971⁰⁰
(Amount in Figures)

one million nine hundred twenty four thousand
and nine hundred seventy one DOLLARS.
(Written Amount)

~~**BID SUMMARY-CLEAR CREEK**~~

~~TOTAL FROM BID SCHEDULES: \$ 187,206⁰⁰
(Amount in Figures)~~

~~one hundred eighty seven thousand and
two hundred and six DOLLARS.
(Written Amount)~~

Handwritten signature



1	01 11 00-01	Contractor Mobilization and Surveying	L.S.	1	\$ 125,000.00	\$125,000
2	02 41 00-01	Site Demolition	L.S.	1	\$ 90,000.00	\$90,000
3	03 31 00-01	Drainage Inlet - Type C	L.S.	1	\$ 10,000.00	\$10,000
4	03 31 00-02	Drainage Outlet Structure with 12-inch C-20 Canal Gate	L.S.	1	\$ 25,000.00	\$25,000
5	03 31 00-03	Ditch Crossing 8-Foot x 6-Foot Reinforced Concrete Box Cu	L.S.	1	\$ 28,000.00	\$28,000
6	03 31 00-04	Headwall, Wingwalls, and Toewalls at 8-Foot by 6-Foot RCB	L.S.	1	\$ 22,000.00	\$22,000
7	03 31 00-05	Structural Concrete at Pedestrian Bridge Abutments	L.S.	1	\$ 5,500.00	\$5,500
8	03 31 00-06	Concrete Collar at 18-inch RCP Ditch Crossing	L.S.	1	\$ 2,500.00	\$2,500
9	03 31 00-07	Concrete Cutoff Wall at Flared End Sections	L.S.	1	\$ 4,500.00	\$4,500
10	03 31 00-08	Drilled Caisson (18 inches) at Pedestrian Bridge	L.S.	1	\$ 5,000.00	\$5,000
11	03 31 00-09	Concrete Playground Thickened Edge	L.S.	1	\$ 7,500.00	\$7,500
12	03 31 00-10	Slab Manhole, 4-foot diameter, 5-10 foot depth	L.S.	1	\$ 5,000.00	\$5,000
13	04 42 10-01	Landscape Boulders	EA	31.00	\$ 400.00	\$12,400
14	04 42 10-02	Boulder Steps	EA	47.00	\$ 300.00	\$14,100
15	04 42 10-03	Boulder Walls	L.S.	1	\$ 52,000.00	\$52,000
16	04 42 10-04	Destination Stones at Pond Edge	L.S.	1	\$ 6,000.00	\$6,000
17	05 52 00-01	Pedestrian Railing at 8-foot x 6-foot RCBC and Pedestrian Br	L.S.	1	\$ 3,500.00	\$3,500
18	11 68 00-01	Playground Equipment	L.S.	1	\$ 25,000.00	\$25,000
19	26 05 00-01	Electrical Service	L.S.	1	\$ 18,375.00	\$18,375
20	26 05 00-02	General Site Power	L.S.	1	\$ 6,940.50	\$6,941
21	26 05 00-03	Lighting	L.S.	1	\$ 24,696.00	\$24,696
22	26 05 00-04	Electrical Permit	L.S.	1	\$ 1,077.00	\$1,077
23	31 23 00-01	Earthwork - Move on site	L.S.	1	\$ 20,000.00	\$20,000
24	31 23 00-02	Earthwork - Export	L.S.	1	\$ 90,000.00	\$90,000
25	31 23 19-01	Dewatering	L.S.	1	\$ 60,000.00	\$60,000
26	31 23 33-01	Ditch Backfill (Flowfill and Clay)	L.S.	1	\$ 2,500.00	\$2,500
27	31 25 00-01	Erosion Control / Pond Edge Stabilization	L.S.	1	\$ 78,963.50	\$78,964
28	31 26 00-02	Crimped Straw Mulch	L.S.	1	\$ 3,000.00	\$3,000
29	31 37 00-01	Granular Bedding, 8-inch Thick	L.S.	1	\$ 30,000.00	\$30,000
30	31 37 00-02	Type L Riprap, 14-inch Thick	L.S.	1	\$ 2,500.00	\$2,500
31	31 37 00-03	Type M Soil Riprap, 24-inch Thick	L.S.	1	\$ 185,000.00	\$185,000
32	31 37 00-04	Type M Grouted Riprap	L.S.	1	\$ 1,400.00	\$1,400
33	31 37 00-05	36-inch Boulder Pond Edging	L.S.	1	\$ 14,000.00	\$14,000
34	32 13 13-01	Concrete Paving, standard gray	L.S.	1	\$ 125,000.00	\$125,000
35	32 13 13-02	Concrete Mowband	L.S.	1	\$ 25,000.00	\$25,000
36	32 13 13-03	Concrete ADA Ramp at Playground	L.S.	1	\$ 5,000.00	\$5,000
37	32 15 40-01	Crusher Fines Paving	L.S.	1	\$ 6,000.00	\$6,000
38	32 15 40-02	Gravel at Boat Ramp	L.S.	1	\$ 1,200.00	\$1,200
39	32 18 16-01	Engineered Wood Fiber (EWF) Play Surfacing	L.S.	1	\$ 12,000.00	\$12,000
40	32 31 29-01	Split Rail Fence	L.S.	1	\$ 3,000.00	\$3,000
41	32 33 00-01	Picnic Shelter (8' x 10')	EA	1	\$ 7,500.00	\$7,500

42	32 33 00-02	Picnic Shelter (12'x 16')	EA.	1	\$ 4,000.00	\$4,000
43	32 33 00-03	Portal Enclosure	EA.	1	\$ 1,000.00	\$1,000
44	32 33 00-04	Benches with Back	EA.	13	\$ 500.00	\$6,500
45	32 33 00-05	Picnic Tables	EA.	8	\$ 900.00	\$7,200
46	32 33 00-06	Trash Receptacles	EA.	11	\$ 850.00	\$9,350
47	32 33 00-07	Drinking Fountain	EA.	1	\$ 2,000.00	\$2,000
48	32 33 00-08	Bollards	EA.	2	\$ 750.00	\$1,500
49	32 34 00-01	Pre-fabricated Steel Pedestrian Bridge, 6-foot by 33.5-foot	L.S.	1	\$ 40,000.00	\$40,000
50	33 41 00-01	18-inch Reinforced Concrete Pipe	L.S.	1	\$ 20,000.00	\$20,000
51	33 41 00-02	18" Flared End Section with Joint Fasteners	L.S.	1	\$ 1,750.00	\$1,750
52	33 41 00-03	12" Flared End Section with Joint Fasteners and Trash Rack	L.S.	1	\$ 1,200.00	\$1,200
53	32 84 23-01	Irrigation System Replacement	L.S.	1	\$ 300,000.00	\$300,000
54	32 92 23-01	Sod & Soil Prep	L.S.	1	\$ 61,000.00	\$61,000
55	32 92 20-01	Native Seed and Soil Prep	L.S.	1	\$ 12,000.00	\$12,000
56	32 92 20-02	Wetland Seed and Soil Prep	L.S.	1	\$ 4,500.00	\$4,500
57	32 93 00-01	Willow Stakes	EA.	405	\$ 3.50	\$1,418
58	32 93 00-02	Plugs	EA.	3252	\$ 5.00	\$16,260
59	32 93 00-03	Perennials (#1 container)	EA.	1352	\$ 18.00	\$24,336
60	32 93 00-04	Shrubs (#5 container)	EA.	960	\$ 53.00	\$50,880
61	32 93 00-05	Rock Mulch, 4"-8" River Cobble Mulch	L.S.	1	\$ 2,310.00	\$2,310
62	32 93 00-06	Wood Mulch	L.S.	1	\$ 2,500.00	\$2,500
63	32 93 00-07	Deciduous Trees, 2" cal.	EA.	69	\$ 510.00	\$35,190
64	32 93 00-08	Evergreen Trees, 6' ht.	EA.	5	\$490.00	\$2,450.00
65	32 93 00-09	Ornamental Trees, 2" cal.	EA.	8	\$ 575.00	\$4,600
66	32 93 00-10	Ornamental Trees, 6' ht.	EA.	29	\$ 575.00	\$16,675
67	33 46 00-01	PVC 4" Perforated Drain Pipe at Playground	L.S.	1	\$ 2,000.00	\$2,000
68	33 46 00-02	PVC 4" Solid Drain Pipe at Playground	L.S.	1	\$ 3,500.00	\$3,500
69	33 46 00-03	Fibar Drain at Playground	L.S.	1	\$ 4,600.00	\$4,600
70	33 46 00-04	Cleanout at Playground	L.S.	1	\$ 2,500.00	\$2,500
71		Force Account For Contract Revisions	F.A.	1	\$115,000.00	\$115,000.00
						\$1,924,971

TWIN LAKES PARK IMPROVEMENTS – SUPPLEMENTAL SCHEDULE OF VALUES

Corresponding
Bid Item No.

Description and Price

Units

Note: Schedule of values unit costs shall include all cost items (materials, labor, equipment, etc.) specified in corresponding lump sum bid items.

03 31 00-03	Ditch Crossing - 8-Foot by 6-Foot Reinforced Concrete Box Culvert at the price of \$ <u>500⁰⁰</u> per Linear Foot	1 L.F.
03 31 00-04	Headwall, Wingwalls, and Toewalls at 8-Foot by 6-Foot RCBC at the unit price of \$ <u>400⁰⁰</u> per Cubic Yard	1 C.Y.
03 31 00-05	Structural Concrete at Pedestrian Bridge Abutments at the unit price of \$ <u>300⁰⁰</u> per Cubic Yard	1 C.Y.
03 31 00-07	Concrete Cutoff Wall at Flared End Sections at the unit price of \$ <u>200⁰⁰</u> per Cubic Yard	1 C.Y.
03 31 00-08	Drilled Caisson (18 inches) at Pedestrian Bridge at the unit price of \$ <u>125⁰⁰</u> per Linear Foot	1 L.F.
03 31 00-09	Concrete Playground Thickened Edge at the unit price of \$ <u>15⁰⁰</u> per Linear Foot	1 L.F.
04 42 10-03	Boulder Walls at the unit price of \$ <u>50⁰⁰</u> per Face Foot	1 F.F.
04 42 10-04	Destination Stones at Pond Edge at the unit price of \$ <u>750⁰⁰</u> per Each	1 EA.
05 52 00-01	Pedestrian Railing at 8-foot by 6-foot RCBC and Pedestrian Bridge at the unit price of \$ <u>10⁰⁰</u> per Linear Foot	1 L.F.
31 23 00-01	Earthwork - Move on site at the unit price of \$ <u>5⁰⁰</u> per Cubic Yard	1 C.Y.
31 23 00-02	Earthwork - Export at the unit price of \$ <u>23⁰⁰</u> per Cubic Yard	1 C.Y.
31 23 33-01	Ditch Backfill (Flowfill and Clay) at the unit price of \$ <u>416⁰⁰</u> per Cubic Yard	6 C.Y.
31 25 00-02	Crimped Straw Mulch at the unit price of \$ <u>800⁰⁰</u> per Acre	1 AC.

TWIN LAKES PARK IMPROVEMENTS – SUPPLEMENTAL SCHEDULE OF VALUES

Corresponding Bid Item No.	Description and Price	Units
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Note: Schedule of values unit costs shall include all cost items (materials, labor, equipment, etc.) specified in corresponding lump sum bid items.

31 37 00-01	Granular Bedding at the unit price of \$ <u>50⁰⁰</u> per Cubic Yard	1 C.Y.
31 37 00-02	Type L Riprap at the unit price of \$ <u>65⁰⁰</u> per Cubic Yard	1 C.Y.
31 37 00-03	Type M Soil Riprap at the unit price of \$ <u>70⁰⁰</u> per Cubic Yard	1 C.Y.
31 37 00-04	Type M Grouted Riprap at the unit price of \$ <u>95⁰⁰</u> per Cubic Yard	1 C.Y.
31 37 00-05	36-inch Boulder Pond Edging at the unit price of \$ <u>20⁰⁰</u> per Linear Foot	1 L.F.
32 13 13-01	Concrete Paving, standard grey at the unit price of \$ <u>4.50</u> per Square Foot	1 S.F.
32 13 13-02	Concrete Mowband at the unit price of \$ <u>10⁰⁰</u> per Linear Foot	1 L.F.
32 15 40-01	Crusher Fines Paving at the unit price of \$ <u>0.20</u> per Square Foot	1 S.F.
32 15 40-02	Gravel at Boat Ramp at the unit price of \$ <u>0.25</u> per Square Foot	1 S.F.
32 18 16-01	Engineered Wood Fiber (EWF) Play Surfacing at the unit price of \$ <u>0.50</u> per Square Foot	1 S.F.
32 31 29-01	Split Rail Fence at the unit price of \$ <u>24⁰⁰</u> per Linear Foot	1 L.F.
33 41 00-01	18-inch Reinforced Concrete Pipe at the unit price of \$ <u>90.00</u> per Linear Foot	1 L.F.
32 92 23-01	Sod & Soil Prep at the unit price of \$ <u>0.65</u> per Square Foot	1 S.F.
32 92 20-01	Native Seed and Soil Prep at the unit price of \$ <u>0.010</u> per Square Foot	1 S.F.
32 92 20-02	Wetland Seed and Soil Prep at the unit price of \$ <u>0.10</u> per Square Foot	1 S.F.

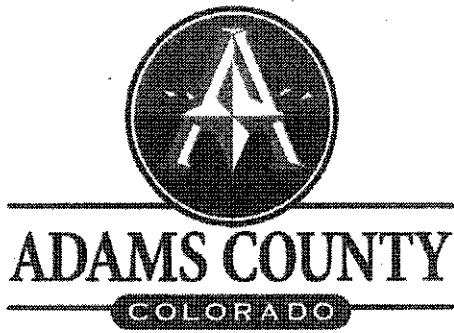
**TWIN LAKES PARK IMPROVEMENTS –
SUPPLEMENTAL SCHEDULE OF VALUES**

Corresponding Bid Item No.	Description and Price	Units
---------------------------------------	------------------------------	--------------

Note: Schedule of values unit costs shall include all cost items (materials, labor, equipment, etc.) specified in corresponding lump sum bid items.

32 93 00-04	Rock Mulch, 4"-8" River Cobble Mulch at the unit price of \$ <u>0.55</u> per Square Foot	1 S.F.
32 93 00-05	Wood Mulch at the unit price of \$ <u>0.25</u> per Square Foot	1 S.F.
33 46 00-01	PVC 4" Perforated Drain Pipe at Playground at the unit price of \$ <u>10.⁰⁰</u> per Linear Foot	1 L.F.
33 46 00-02	PVC 4" Solid Drain Pipe at Playground at the unit price of \$ <u>17.⁰⁰</u> per Linear Foot	1 L.F.
33 46 00-03	Fibar Drain at Playground at the unit price of \$ <u>35.⁰⁰</u> per Linear Foot	1 L.F.

**End of Twin Lakes Park Improvements
Supplemental Schedule of Values**



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
SUBMISSION CHECK LIST**

SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation? YES NO

Requirements met and response included? YES NO

May any other governmental entity avail itself of this Agreement and purchase any and all items specified? YES NO

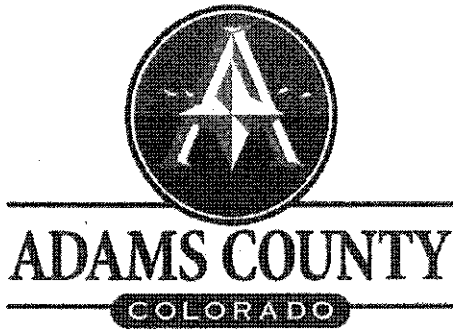
Have all Addendums been acknowledged and enclosed on the Contractors Statement? YES NO

Original and the number of copies specified enclosed including electronic copy? YES NO

Has a duly authorized agent signed the Contractors Statement ? YES NO

If applicable, have all necessary Bonds been included? YES NO

Contractor Certification of Compliance signed and enclosed? YES NO



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

(DBA)

Energex Environmental - Energex Services, LLC

Contractor Name

Bryan Roe

Printed or Typed Name

Signature

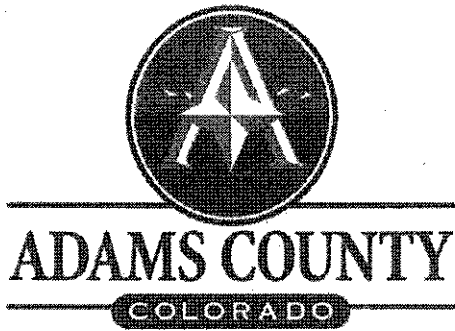
Environmental Division Manager

Title

11/15/2017

Date

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



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
CONTRACTOR'S STATEMENT

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

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendums #1, #2, #3

Emerges Services, LLC 11/15/2017
Contractor Name Date

[Signature] Bryan Roe
Signature Printed Name

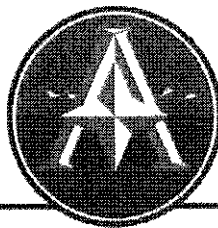
Environmental Division Manager
Title

1328 E. 15th St.
Address

Greeley, CO 80631 Weld
City, State, Zip Code County

(970) 702-3754
Telephone Fax

broe@emergesenvironmental.com
Email



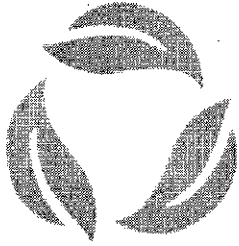
ADAMS COUNTY
COLORADO

Adams County Finance Department
 Purchasing Division
 4430 S Adams County Parkway
 Brighton, Colorado 80601

INVITATION FOR BID
REFERENCE FORM

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name	Wildcat Construction
Address	540 E. Cimarron St. Colorado Springs CO
Reference Name	Douglas Coffee J 80903
Reference Email Address	Douglas.Coffee@wildcat.net
Telephone Number	(719) 491-5244
Project Name	Woodmen Road Corridor
Value	\$ 1,400,000 ⁰⁰
Company Name	Colorado State University
Address	~
Reference Name	Laura Bently
Reference Email Address	Laura.Bently@colostate.edu
Telephone Number	(970) 568-6596
Project Name	Center Outfall Water Quality Pond
Value	\$ 507,000 ⁰⁰
Company Name	Hazelden Construction
Address	6950 S. Potomac St. Centennial, CO 80112
Reference Name	Ken McCollough
Reference Email Address	Kevin.McCollough@hazelden.com
Telephone Number	(720) 666-0465
Project Name	St. Francis Church Parking lot Expansion
Value	\$ 290,000 ⁰⁰



ENERGES

ENVIRONMENTAL

Greeley, CO 80631
970-353-5133 office 970-353-5144 fax

2017

Statement of Qualifications

Twin Lakes Park/Clear Creek Trail

Adams County

December 5, 2017



ENERGES

ENVIRONMENTAL

Key Personnel Resumes

Terry Peltas Chief Executive Officer

Terry Peltas is a highly accomplished business leader. As a Chairman and CEO, he has led the successful growth, transformation and sale of several highly leveraged Private Equity backed Portfolio Companies. He's completed more than \$100 Million dollars in M&A transactions and has directly created tens of millions of dollars in market value for investors and shareholders.

Terry is also a distinguished adjunct professor at the Daniels College of business at the University of Denver and he is a recognized expert in business growth, corporate turnarounds, business strategy, and corporate finance.

In addition to teaching and his role as a CEO, Terry sits on several corporate boards and consults with Private Equity and Venture Capital Groups around the country to develop specific strategic and financial strategies for the growth and development of their portfolio companies.

Terry holds a Bachelor Degree in Accounting and he is a Certified Public Accountant. He studied at the Harvard Business School and is a member of the HBS Alumni Association, he holds advanced certificates in Corporate Strategy and Innovation from the MIT Sloan School of Management and graduate certificates in Marketing and Sales from the Kellogg School of Management at Northwestern University where he earned the distinction of *Executive Scholar*.

He served as a member of the Board of Examiners for the Malcolm Baldrige National Quality Award and Terry is certified in both Six Sigma and Lean Methodologies. He is a member of The Academy of Management (AOM), The American Institute of Certified Public Accountants (AICPA), The Turnaround Management Association (TMA), The Strategic Account Management Association (SAMA), and The American College of Healthcare Executives (ACHE).

Charles P. Salzman, CPA MBA Chief Financial Officer

Charles Salzman joined Energies Services in January 2014 as Chief Financial Officer. Mr. Salzman brings more than 30 years of executive finance and accounting experience to Energies, which he earned in diverse industries such as construction, manufacturing, building maintenance

services, solar products distribution and installation, advanced metallurgy, medical devices, media, and public accounting. Charles has raised over \$50million of growth capital for previous entities from venture capital, private equity and corporate sources. Mr. Salzman's experience includes domestic operations, as well as subsidiary operations in western Europe and South America.

Mr. Salzman supports operational excellence, profitability, and return on investment by leading finance and accounting services, optimizing banking and creditor relations, developing accounting and administrative systems, installation and management of ERP system and job costing, supervision of IT services, and support and evaluation of growth initiatives; both organic and acquired. During the current downturn, Mr. Salzman has helped the Company reduce costs, increase cash reserves, and maintain or increase debt capacity.

Mr. Salzman holds an active CPA license, earned a Master of Business Administration from Colorado State University with concentrations in Finance and Marketing, and he earned his Bachelor of Arts degree with a major in Accounting from the University of Connecticut graduating magna cum laude. Mr. Salzman has also earned the Certified Turnaround Professional credential. Charles is a member of the American Institute of CPAs (AICPA), the Colorado Society of CPAs (COCPA), and Financial Executives International (FEI), the National Honorary Accounting Society of Beta Alpha Psi, and the National Business Fraternity of Beta Gamma Sigma.

Tom Bail Vice President - Operations

Tom Bail began his Energes career in 2009 to lead operations in a predecessor company of Energes. Mr. Bail developed a full range of operations capability from business development, bid preparation and submission, procurement, to planning and performance of projects. Tom also developed Health, Safety, and Environmental programs from design to full execution and approval by customers. Mr. Bail is also state certified for Storm Water Management.

Prior to Energes, Mr. Bail worked extensively as a General Contractor and project management for over ten years, serving residential and commercial customers. Tom has a Bachelor's degree in management from California University. Tom has managed and completed projects totaling over \$20million.

Brandon Coalson Vice President - Construction

Brandon Coalson leads the Construction Division of Energes, which includes over 100 employees engaged in construction of new field storage tank batteries, and related flow lines. Mr. Coalson began his Energes career in May 2011, and has completed projects totaling in excess of \$50million. In addition to leading and supervising project execution, Mr. Coalson develops competitive bids and maintains important customer relationships.

Prior to Energes, Mr. Coalson was founder and owner of Coalson Construction, a full service general contracting firm focused on middle market residential projects. Mr. Coalson successfully completed over 40 homes per year, and he performed bidding, scheduling, procurement, completions, and other duties. Mr. Coalson earned a Bachelor of Science in Animal Studies from Colorado State University.

Bryan Roe Environmental Division Manager

Mr. Roe brings over 13 years of experience in environmental reclamation, landscaping, earthwork and commercial construction. Bryan's experience centers around business development, project estimation, project management, and division management for large construction and reclamation companies. Mr. Roe has successfully estimated over \$250million of restoration, landscaping, earthwork and pipeline reclamation projects, and has also successfully managed over \$10.0million of projects per year.

Mr. Roe earned his Bachelor of Science degree in Biomedical Sciences, with a minor in business administration, from St. Cloud State University in St. Cloud, Minnesota.

Justin Keith Project Manager/Reclamation Services Manager

Justin Keith leads the Reclamation team and has been in the reclamation and the turf industry for over 12 years. He has been involved with large pipeline restoration projects including the Niobrara/Douglass Line(Wyoming), SDS Water Line (Colorado Springs, CO), and the Kern River Apex Expansion Loop(Utah). He has also managed the revegetation and erosion control aspects on large wind farms, mountain aerial seeding/mulching, and solar farm projects across the western half of the US. He is a licensed Qualified Supervisor for pesticide application as well as a Certified Inspector of Sediment and Erosion Control (CISEC).

Mr. Keith grew up on a family farm in Northwest Kansas and went to Fort Hays State University where he received his B.S. in Crop Science.

Ben Morgan Project Superintendent

Mr. Morgan brings over 15 years of experience in both residential and commercial landscaping and irrigation and 8 years experience in turf and irrigation on golf courses. In addition, he has experience overseeing and managing earthwork projects. He has successfully ran his own business completing jobs in excess of \$100K both managing employees and projects. Ben has also been involved in projects exceeding \$2M. He is motivated, a multitasker and also has his Class A CDL.

Ben holds an applied science degree in air traffic control and is a Colorado native.

Joe Tennant Project Superintendent-SJ Ward Landscapes (Tier I Subcontractor)

Mr. Tennant brings over 20 years of experience in the oversight and completion of several high profile commercial park, landscaping and irrigation projects. In addition, he has several years experience with earthwork projects and golf course installation projects. Mr. Tennant has successfully completed over \$150M in projects over the course of his career.

Mr. Tennant enjoys hunting in his free time and is a decorated United States Army Veteran.



ENERGES

ENVIRONMENTAL

Greeley, CO 80631

970-353-5133 office 970-353-5144 fax

Current and Past Projects/References

1.) Woodmen Road Corridor-Colorado Springs (60% Complete)

- General Contractor: Wildcat Construction
- Contract Value: \$1,400,000.00
- Project Scope:
 - Erosion Control/BMP's
 - Soil Amendments/Native Seeding/Turf Seeding/Sod
 - Ditch Stabilization (TRM/Ditch Checks)
 - Rock/Mulch Beds
 - Tree/Shrub/Perennial Plantings
 - Irrigation System Installation
- Contact Information:
 - Douglas Coffee-Wildcat Construction (719)491-5244

2.) Center Outfall Water Quality Pond (Completed)

- Owner: Colorado State University
- Contract Value: \$520,000.00
- Project Scope:
 - Erosion Control/BMP's
 - Earthwork/Cut/Fill/Import/Export/Final Grading
 - Soil Amendments/Upland and Wetland Native Seeding
 - Slope Stabilization
 - Irrigation System Installation
 - Flared End Section/RCP/HDPE Installation
 - Concrete Wall/Spillway Structure/C 10 Canal Gate

- Water Quality Structure/Stilling Basin

- Contact Information:

- Laura Bently-CSU (970)568-6596

3.) Bishop Machebeuf Highschool Football Field (Completed)

- Owner: Arch Diocese of Denver

- Contract Value: \$170,000.00

- Project Scope:

- Erosion Control/BMP's

- Import/Export/Blading/Finish Grading

- Soil Amendments/Sod Installation

- Irrigation Installation

- Setting of Goal Posts/Scoreboard

- Drainage System

- Culvert/Manhole Installation

- Chain Link Fence Installation

- Contact Information:

- Deacon Marc Nestorick-(303)667-2428

4.) Hewlett Packard-Fort Collins (Completed)

- General Contractor: Sun Construction

- Contract Value: \$90,000.00

- Project Scope:

- Erosion Control/BMP's

- Soil Amendments/Hydroseeding

- Erosion Control Blanket/Straw Mulching

- Native Plantings

- Contact Information:

- Brad Myers-Sun Construction (303)859-4249

5.) Medline at Majestic (Completed)

- General Contractor: Alston Construction

- Tier 1 Subcontractor: SJ Ward Landscapes

- Contract Value: \$45,000.00

- Project Scope:

- Finish Grading

- Soil Amendments (Class I Compost)/Fertilizer

- Hydroseeding/Hydromulching

- Contact Information:

- Joe Tennant-SJ Ward Landscapes (303)656-0844

6.) Jackson Lake (Completed)

- Owner: Colorado Division of Wildlife
- Contract Value: \$95,000.00
- Project Scope:
 - Hauling Aggregate/Recycled Asphalt/Grading Work
 - Blue topping

7.) Jefferson County Truck Hauling Services MSA (In Progress)

- Owner: Jefferson County Road and Bridge Division
- Contract Value: \$275,000.00/Annual Year
- Project Scope:
 - Truck Hauling Services: Aggregate/Recycled Asphalt
- Contact Information:
 - Michael Dobbs-Jeffco Road and Bridge (303)271-5291

8.) City of Greeley Soil Prep and Seeding MSA (In Progress)

- Owner: City of Greeley
- Contract Value: \$200,000.00
- Project Scope:
 - Erosion Control/BMP's
 - Soil Amendments/Soil Prep/Seeding/Mulching
 - Sod Installation
 - Slope Stabilization
- Contact Information:
 - Heather Seitz (970)371-2447

9.) Meadow Park-Lyons, CO (Completed)

- Tier One Subcontractor-SJ Ward Landscapes
- Contract Value: \$35,000.00
- Project Scope:
 - Erosion Control/BMP's
 - Soil Amendments/Hydroseeding
 - Bank Stabilization-Soil Lifts/Koir Mat
 - Live Stake Plantings-Willows/Cottonwoods
- Contact Information:
 - Joe Tennant-SJ Ward Landscapes (303)656-0844

10) Hwy 133 Expansion Project-Carbondale, CO (Completed)

- Owner: City of Carbondale/CDOT

- Contract Value: \$1,300,000.00

- Project Scope:

- Erosion Control/BMP's
- Soil Amendments/Hydromulching/Hydroseeding
- Irrigation Installation
- Wet Well/Pumphouse Installation
- Earthwork/Topsoil Placement
- Trees/Shrubs/Perennials

11.) North Creek Farms-Thornton, CO

- Owner: City of Thornton

- Contract Value: \$1,000,000.00

- Project Scope:

- Erosion Control/BMP's
- Sod Installation
- Drainage Improvements
- Irrigation Installation
- Concrete Work (Trails)
- Basketball Court/Playground Equipment Installation
- Earthwork (Topsoil/Compost Placement)
- Trees/Shrubs

12.) Highlands Water Treatment Plant

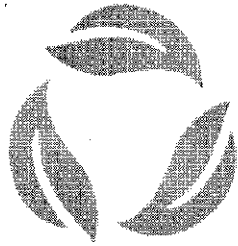
- Owner: City of Centennial

- General Contractor: Garney Construction

- Contract Value: \$900,000.00

- Project Scope:

- Erosion Control/BMP's
- Seeding/Mulching/Sod Installation
- Soil Amendments
- Finish Grading
- Mulch/Rock Beds
- Ornamental Boulders
- Irrigation Installation
- Trees/Shrubs/Perennials



ENERGES

ENVIRONMENTAL

Greeley, CO 80631

970-353-5133 office 970-353-5144 fax

Reclamation Services:

- Broadcast Seeding
- Wildlife Habitat Creation
- Drill Seeding
- Erosion Control Fabrics
- Hydromulching
- Hydroseeding
- Streambank Restoration/Bioengineering
- Irrigation Systems
- Soil Preparation
- Straw/Hay Mulching
- Tree and Shrub Planting
- Wetlands Plantings
- Wildflower Seeding
- Fugitive Dust Control Agent Application
- Specialized Soil Amendment Applications
- General Earth Work
- Site Consultation

Stormwater Management Services:

- Planning
- Permitting
- Silt Fence
- Erosion Bales
- Sedimentation Ponds
- Temporary Seeding
- Temporary Mulching
- Continuous Berms
- Erosion Blankets
- Water Bars and Diversion Dikes

Waste management: We will manage waste generated by our business as efficiently as possible, and will seek to reduce, reuse and recycle waste wherever possible.

Reduction of greenhouse gases: We will include environmental considerations such as energy efficiency into the acquisition, design and operation of our buildings, vehicles and equipment, where practicable. We will promote the use of travel options or alternatives to travel that minimize our impact on the environment.

Water consumption: We will manage our water consumption by installing water efficient measures in our buildings where possible and feasible.

Procurement: We will take into account the environmental credentials of suppliers when awarding contracts and will consider environmentally responsible alternatives to products and services which we procure.

Stakeholder engagement: We will encourage and promote environmental awareness among our staff through information, instruction and training.

Clients: We will share our sustainability policy and objectives with our clients and, where appropriate, encourage our clients to adopt environmental and sustainability strategies.

Communication: We will communicate our sustainability policy internally and externally.

Law and regulation: We will comply with all laws and regulation relating to the environment.

Review: We will review periodically, and, if necessary, revise, our environmental policy to ensure that it continues to meet the highest best practice standards.

Governance: Our Executive Committee is responsible for deciding the firms sustainability policy, objectives and targets and for ensuring that the necessary organization and resources exist to facilitate their achievement. It is also the responsibility of each and every employee to implement this policy in the practice and live up to its commitments.

Sustainability outcomes

At Energes Environmental we have already achieved improvements in our sustainability goals, specifically we have substantially reduced the amount of carbon emissions by reducing the number of miles our vehicles travel and by reducing the amount of time our vehicles are idling. We have reduced our use of paper and other consumables, we have increased the collection and recycling of paper, trash, metals and other materials in our offices and in the material we use on our operations. We have installed

Request for Taxpayer Identification Number and Certification

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

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

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:

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**

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.

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address number, street, and apt. or suite no.
1328 East 10th Street

6 City, state, and ZIP code
Greeley, CO 80631

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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.

Social security number									
or									
Employer identification number									
3	5	-	2	4	6	8	8	8	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Charles P. Kellyman* Date ▶ *January 7, 2016*

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/irb.

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:

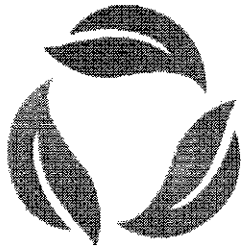
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds 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 filed-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.



ENERGES

ENVIRONMENTAL

Greeley, CO 80631

970-353-5133 office 970-353-5144 fax

Twin Lakes Park/Clear Creek Trail Tier I Subcontractors

1.) Banner Concrete

- Project Scope: Concrete Flat Work/Concrete ADA Ramp/Concrete Playground Thickened Edge/Mowband/Structural Concrete/Cutoff Wall/Headwalls/Wingwalls
- Contact: Tyson Vogel (970)420-7481

2.) Weifield Group

- Project Scope: Electrical Service/General Site Power/Lighting
- Contact: Jerry Goergen (720)556-1806

3.) Lat 40 Land Surveyors

- Project Scope: Overall Construction Surveying
- Brian Rottinghaus (970)596-22144

4.) SJ Ward Landscape Contractors

- Project Scope: Pumphouse/Irrigation Installation
- Contact: Joe Tennant (303)656-0844