

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
For**

Interior / Exterior Window Removal & Installation Project – Detention Center

THIS AGREEMENT ("Agreement") is made this 7 day of August 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Whitestone Construction Services, Inc., located at 1930 Central Ave, Unit -C, Boulder, CO 80303 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached IFB 2018.618 and the Contractor's response to the IFB 2018.618 dated 6/13/2018 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be for one-year through and to include December 31, 2019.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to one (1) year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: One Hundred Fifty-nine Thousand Seven Hundred Fifty Dollars (\$159,750.00).

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

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

6. **NONDISCRIMINATION:**

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

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

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. **Workers' Compensation Insurance:** Per Colorado Statutes
- 8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

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

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

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

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

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

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

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

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable

times to inspection, review, or audit by authorized Federal, State, or County personnel.

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

Department: Facilities and Fleet Management Department
Contact: Mike VanGorder, Supervisor
Address: 150 N. 19th Avenue
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.3335
E-mail: mvangorder@adcogov.org

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: ssprague@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: Whitestone Construction Services, Inc.
Contact: Justin Blais
Address: 1930 Central Ave, Unit C.
City, State, Zip: Boulder, CO 80303
Phone: 303.661.0613
E-mail: justin@whitestone-construction.com

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

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

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

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

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

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the

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

- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

BOARD OF COUNTY COMMISSIONERS

Mary Stacey 8/6/18
CHAIR Date

Whitestone Construction Services, Inc.

Robert H. Bosshart 8/3/2018
Signature Date

Robert H. Bosshart Chairman
Printed Name Title

Attest:

Stan Martin, Clerk and Recorder

Ethannax
Deputy Clerk

Approved as to Form:

D. Eads
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF BOULDER

STATE OF COLORADO)SS.

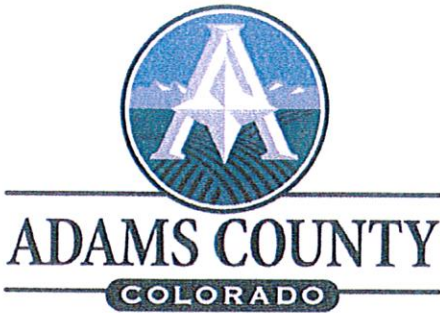
Signed and sworn to before me this 3 day of AUGUST, 2018,

by ROBERT BOSSHART

[Signature]
Notary Public

JEREMY MARTIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20144042641
MY COMMISSION EXPIRES NOV. 04, 2018

My commission expires on: 11/4/18



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.

Whitestone Construction Services

Contractor Name

Justin Blais

Printed or Typed Name

Signature

President / COO

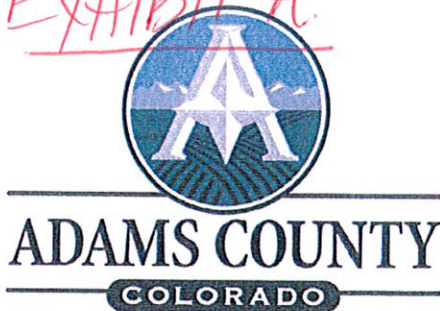
Title

June 14, 2018

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.

EXHIBIT A



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): Addendum #1,

Whitestone Construction Services

June 14, 2018

Contractor Name

Date

Justin Blais

Signature

Printed Name

President / COO

Title

1930 Central Avenue Unit C

Address

Boulder, CO 80301

Boulder

City, State, Zip Code

County

303-661-0613

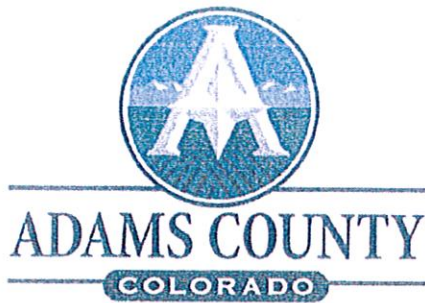
303-661-0895

Telephone

Fax

Justin@whitestone-construction.com

Email



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.

BID SUMMARY

OVERALL TOTAL PROJECT AMOUNT:

\$ 159,750.00

(Amount in Figures)

ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS.

(Written Amount)

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendum #1

Whitestone Construction Services

June 14, 2018

Contractor Name

Date

Justin Blais

Signature

Printed Name

President / COO

Title

1930 Central Ave Unit C

Address

Boulder, CO 80303

Boulder

City, State, Zip Code

County

303-661-0613

303-661-0895

Telephone

Fax

justin@whitestone-construction.com

Email

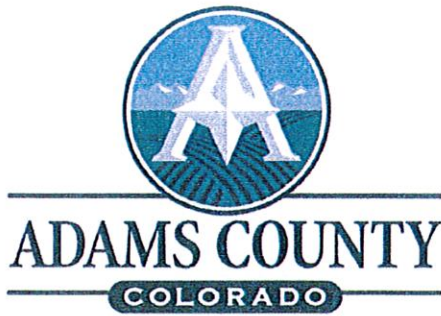
Prepared By: Shannon E. Sprague, CPPB
Date: 5/25/18 - 6/8/18

Attachment C - 2018.618 - Interior / Exterior Window Replacement & Install - Detention Center Bid Pricing Sheet**
***Revised**

Item No.	Item Description	Est. Qty	UOM	Unit Cost	Total Item Cost
Project Bid Items					
1	A Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ 334.00	\$ 12,024.00
2	B Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ 334.00	\$ 12,024.00
3	C Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ 334.00	\$ 12,024.00
4	D Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ 334.00	\$ 12,024.00
5	E Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ 334.00	\$ 12,024.00
Material Total Amount : Items 1-5*				\$	60,120.00
Shipping / Installation / Labor Items					
6	Shipping / Handling / Freight: FOB DESTINATION	1	Job	\$ 3,520.00	\$ 3,520.00
7	Lift Costs / Rental Rate	1	Job	\$ 5,986.00	\$ 5,986.00
8	Project Installation: Removal / Replace Onsite Installation, Delivery (Onsite), Set-Up, Labor, Non-Debris Removal (Roll Off Provided By The County)	1	Job	\$ 90,123.97	\$ 90,123.97
Services Total Amount : Items 6-8*				\$	99,629.97
Project Services & Material Total Amount : Items 1-8*				\$	159,750
Material Bid Item					
1	LTI Smart Glass CP-500 three (3) ply HP White laminate polycarbonate 1/2" U.V rating of 99%, impact and shatter resistant, U rating of .74, meets or exceeds ASTM F1915 Grade #2 impact resistance (40 Minute attack rated), UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, Meet or exceed CPSC 16 1201 Category II rating, Light transmittance of 56%. (Refer to the provided manufactures specification sheet).	1	Each / Glass Pane	\$ 334.00	\$ 334.00
Project Completion After ARO* - Construction Contract				90	Calendar Days

*Adams County anticipates project completion on or before December 31, 2018; All bidders are to provide the most accurate ARO work completion date.

**Additionally all submittals shall include an itemized time and materials pricing sheet for additional future work through and to included 12/31/2019.



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

INVITATION FOR BID
PRICING FORM – Attachment C.

All pricing shall be as submitted in the Excel sheet attached herein as:

Attachment C. - 2018.618 - Interior / Exterior Window Replacement & Install - Detention Center Bid Pricing Sheet**

I. Additional Pricing Information Required:

Time and Material / Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours
Project Manager	\$ 70 Per-Hour Reg \$ 105 Per-Hour OT	45
Field Supervisor / Lead Installer	\$60 Per-Hour Reg \$90 Per-Hour OT	160
Installation Assistant	\$35 Per-Hour Reg \$52.50 Per-Hour OT	360

Percentage of prompt payment discount, if offered 0 %

Total submittal price with discount \$ NA

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):
Whitestone Construction Services, Inc.
1930 Central Ave., Unit C
Boulder, CO 80301

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):
Adams County, Colorado
4430 S Adams County Pkwy
Brighton, CO 80601-8212

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount: \$159,750.00

Description (Name and location):
IFB 2018.618 Interior Window Removal & Installation
Adams County Detention Center

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$159,750.00

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Whitestone Construction Services, Inc.

Signature: 

Name and Title:
Robert H. Bosshart, Chairman of the Board
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: 

Name and Title:
Matt Honea, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Taggart & Associates, (303) 442-1484

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

S-2150-AIA-A312 (11/10) PAYMENT BOND

Page 8

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael D. Taggart; Douglas A. Bollman; Douglas P. Grande and/or Matt Honea

of Boulder, Colorado

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jantz

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 1st day of January, 2016



Scott R. Boen

Secretary

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

Whitestone Construction Services, Inc.
1930 Central Ave., Unit C
Boulder, CO 80301

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Adams County, Colorado
4430 S Adams County Pkwy
Brighton, CO 80601-8212

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount: \$159,750.00

Description (Name and location):

IFB 2018.618 Interior Window Removal & Installation
Adams County Detention Center

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$159,750.00

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Whitestone Construction Services, Inc.

Signature: Robert H. Bosshart

Name and Title:

Robert H. Bosshart, Chairman of the Board

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: Matt Honea

Name and Title:

Matt Honea, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Taggart & Associates, (303) 442-1484

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael D. Taggart; Douglas A. Bollman; Douglas P. Grande and/or Matt Honea

of Boulder, Colorado

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jantz

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 1st day of January, 2016



Scott R. Boen
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Taggart and Associates, Inc 1680 38th Street, Suite 110 P. O. Box 147 Boulder CO 80306		CONTACT NAME: Austin Nikel PHONE (A/C, No, Ext): (303) 442-1484 FAX (A/C, No): (303) 442-8822 E-MAIL ADDRESS: anikel@taggartinsurance.com
INSURED Whitestone Construction Services, Inc. 1930 Central Avenue Unit C Boulder CO 80301		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide (Allied Group/Amco) 42579 INSURER B: Pinnacle Assurance 41190 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 18/19 Whitestone Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
		<input checked="" type="checkbox"/> Y	ACP3046581555	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> Y	ACP3046581555	4/1/2018	4/1/2019	BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000	
	DED	RETENTION \$	ACP3046581555	4/1/2018	4/1/2019	\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Y	4049427	10/1/2017	10/1/2018	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IFB-SS-2018.618 Interior/Exterior Window Removal & Installation - Detention Center

Adams County is included as additional insured to the general liability and auto liability if required per written contract. A waiver of subrogation in favor of Adams County applies to the general liability, auto liability and workers compensation if required per written contract.

CERTIFICATE HOLDER

CANCELLATION

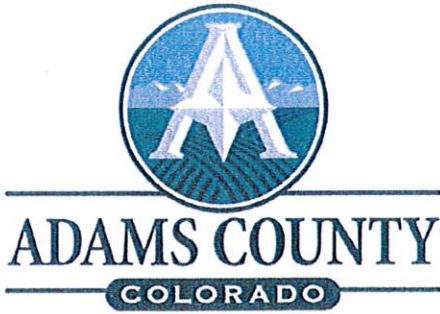
Adams County
4430 South Adams County Pkwy.
Brighton, CO 80601-8212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Austin Nikel/CMB

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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
Certificate of Incorporation or other formal documentation
Meeting the requirement of years in business

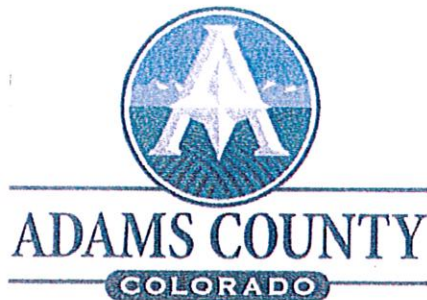
May any other governmental entity avail itself of this Agreement and purchase any and all items specified? YES ☒ NO

Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? ☒ YES ☐ NO

Original and the number of copies specified enclosed including electronic copy? ☒ 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 (IFB)
COVER SHEET**

IFB Issue Date: May 25, 2018
IFB Number: IFB-SS-2018.618
IFB Title: **Interior / Exterior Window Removal & Installation
Project – Detention Center**

Pre-Bid Meeting: **May 31, 2018 at 10:00 A.M. MT**
Detention Center
150 N. 19th Avenue, Brighton, CO 80601

IFB Questions Due: June 5, 2018 by 4:00 P.M., MT

Bid Due Date: June 13, 2018, 3:00 P.M. MT, Our Clock

Bid will be received at: 4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Detention Center

For additional information please contact: Shannon E. Sprague, CPPB
Contract Specialist
720-523-6052
Email Address: SSPRAGUE@ADCOGOV.ORG

Documents included in this package:

Bid Instructions
General Terms and Conditions
Specifications/ Scope of Work
Pricing Form
Submission Check List
Statement of No Bid
Contractor's Certificate of Compliance
Contractor's Statement
Reference Form
Appendix A – Sample Agreement

Date: June 15, 2018


Justin Blais President / COO

Whitestone Construction Services
1930 Central Ave Unit-C
Boulder, CO 80303

Interior / Exterior Window Removal & Installation Project
Whitestone Construction Services, Inc.
Clarifications & Exclusions

We have included removal of stops/stiles only within the existing frames. No labor and/or materials have been included to replace the actual frames.

We have excluded costs for priming and painting of any nature

We have assumed that access will be available for a straight boom lift for each module.

We have included scaffolding for all window sets not accessible by the boom lift.

We have excluded all state and local taxes as per the solicitation documents.

We have excluded all permit / Inspection fees.

Whitestone has included costs for 180 sheets of Smartgard CP500 polycarbonate sheet and supplied in the bid documents.

Whitestone Acknowledges Addendums #1 and #2.

Whitestone Acknowledges the safety plan, rules, and sample contract for this project.


We have requested 90 days for the entire project from Notice to proceed/contract award:

Roughly 45 days for submittals and production

Roughly 45 days shipping and installation

We are proposing on panels that are cut to size with a small waste factor. All remaining extra pieces will be provided to Adams county

We have included a payment & performance bond within this project which is at a break out cost of \$2,375.


Justin Blais, President WSC

6/14/18

Date

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Whitestone Construction Services, Inc.
1930 Central Ave., Unit C
Boulder, CO 80301

OWNER (Name, legal status and address):

Adams County Facilities Management
4430 S Adams County Parkway
Brighton, CO 80601

BOND AMOUNT:

5% of Final Bid

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Interior/Exterior Window Removal, Replacement, and Installation
150 North 19th Ave, Brighton, CO 80601

Project Number, if any:

2018.618

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June 2018

(Witness)

Whitestone Construction Services, Inc.

(Principal)

(Seal)

(Title)

President - Justin Blais

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Title)

Attorney-in-Fact - Matt Honea

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael D. Taggart; Douglas A. Bollman; Douglas P. Grande and/or Matt Honea

of Boulder, Colorado its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice
Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

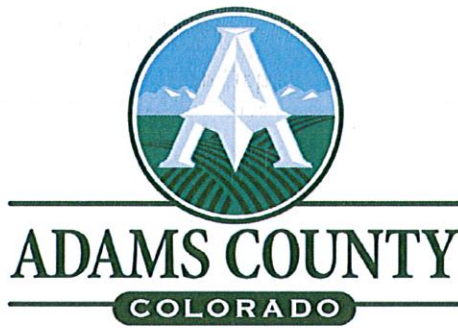
I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 1st day of January, 2016



Scott R. Boen
Secretary



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

**INVITATION FOR BID (IFB)
COVER SHEET**

IFB Issue Date: May 25, 2018
IFB Number: IFB-SS-2018.618
IFB Title: **Interior / Exterior Window Removal & Installation
Project – Detention Center**

Pre-Bid Meeting: **May 31, 2018 at 10:00 A.M. MT**
Detention Center
150 N. 19th Avenue, Brighton, CO 80601

IFB Questions Due: June 5, 2018 by 4:00 P.M., MT

Bid Due Date: June 13, 2018, 3:00 P.M. MT, Our Clock

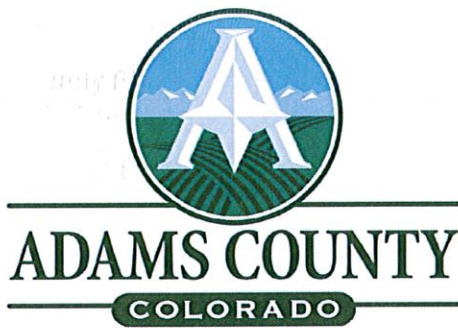
Bid will be received at: 4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Detention Center

For additional information please contact: Shannon E. Sprague, CPPB
Contract Specialist
720-523-6052
Email Address: SSPRAGUE@ADCOGOV.ORG

Documents included in this package:

- Bid Instructions
- General Terms and Conditions
- Specifications/ Scope of Work
- Pricing Form
- Submission Check List
- Statement of No Bid
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Appendix A – Sample Agreement



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

**INVITATION FOR BID
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The purpose of this IFB is to purchase Goods and/or Services for **Interior / Exterior Window Removal & Installation Project – Detention Center** as specified herein from a contractor 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

*** All IFB submittals shall include the following label directly on the front of the envelope:**

ATTN: Shannon E. Sprague, CPPB, Contract Specialist
IFB-SS-2018-618 / **Interior / Exterior Window Removal & Installation Project – Detention Center**

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Interior / Exterior Window Removal & Installation Project – Detention Center**.
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. Bonds may be submitted on the Standard AIA form.

5.6. Liquidated Damages **will not** apply.

6. **TERM OF AGREEMENT:** This is a one (1) year agreement with the option of one (1) year renewals for similar interior / exterior window replacement and installation projects through and to include 12/31/2019. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

7. CONTRACTUAL OBLIGATIONS

- 7.1. 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.
- 7.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. **Incorrect Pricing / Invoicing.** 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/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 7.7. 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.

8. **PRE-BID CONFERENCE AND WALK-THROUGH IS:**

8.1. A pre-bid conference will be held on Thursday, May 31st at 10:00 A.M. MT the Adams County Detention Center, 150 N. 19th Avenue, Brighton, CO, 80601, 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.**

8.2. Check-in prior to the pre-bid is required, please allow yourself plenty of time for this process. A driver's license or other picture identification is required. Check In will be at the front desk on the west side of the facility (Main Entrance).

8.3. **Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.**

9. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.

9.1. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to on or before the questions due date as noted above:

Name: Shannon E. Sprague, CPPB, Contract Specialist II,
Purchasing Division, Adams County

Email: ssprague@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.

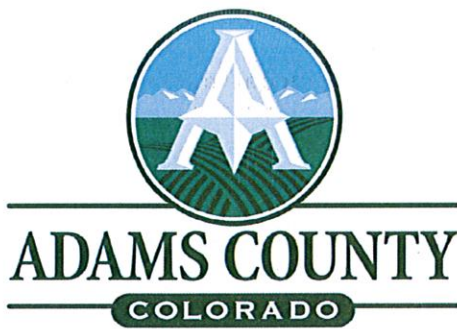
11. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of 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 they are eligible to submit a bid because their company and/or subcontractor(s) is/are 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 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 Bid, 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 Subcontractors, 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 bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid 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: 84-6000732

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

20. SIGNING BID

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 BID

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 Contractor's Statement 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. **Unit prices** shall be provided by the Contractor on the Pricing Form (**See Attachment C. – Interior Exterior Window Replacement Pricing Sheet**). 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. Bids 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: **IFB-SS-2018.618 / Interior / Exterior Window Removal & Installation Project – Detention Center.**
- 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 County Commissioners to close the County offices.

23. MODIFICATIONS/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 Bids. 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 Contractor's Statement.

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 Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

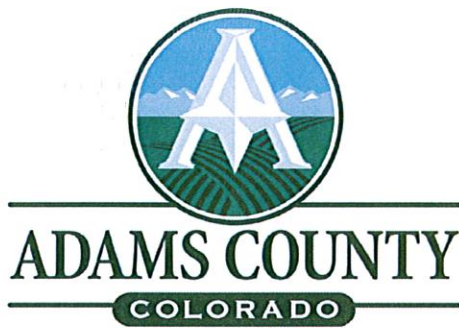
25.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

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.

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

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

A. SPECIFICATIONS/SCOPE OF WORK

Adams County (County) is seeking proposals from qualified contracting firms to provide windows that includes removal of existing and replacement installation services located at the Detention Center Building, 150 North 19th Avenue, Brighton, CO 80601.

1. PURPOSE: TO ESTABLISH A CONTRACTOR FOR WINDOW REMOVAL AND REPLACEMENT WITH NEW WINDOW INCLUDING INSTALLATION AT THE ADAMS COUNTY DETENTION FACILITY "COUNTY".

- 1.1. The selected Contractor shall provide interior/exterior window removal, replacement, and installation services as specified herein.
- 1.2. All work must be completed before December 31, 2018. Due to the nature of the facility and Departments conducting business within it Adams County Facility Operations estimates that all areas listed for work shall be completed within a (4-6 month) time frame.

2. BID PACKAGE – SCOPE OF WORK ATTACHMENTS:

2.1. 2018.618 - ATTACHMENT A. – SPECIFICATION DOCUMENTS

- 2.1.1.1. 2018.618 - ATTACHMENT A. – MATERIAL SPECIFICATIONS
- 2.1.1.2. 2018.618 - ATTACHMENT A. – SCOPE OF WORK SPECIFICATIONS

2.1.2. 2018.618 - ATTACHMENT B. – COUNTY HOLIDAY CLOSURE SCHEDULE

2.1.3. 2018.618 - ATTACHMENT C. – BID PRICING SHEET

2.1.4. 2018.618 - ATTACHMENT D. – WINDOW PHOTOS

2.1.5. 2018.618 - ATTACHMENT E. – SAFETY CONTRACTOR RULES

2.1.5.1. DETENTION CENTER BACKGROUND FORM

2.1.6. 2018.618 - EXHIBIT A. – SAMPLE AGREEMENT

3. WORK LOCATION: Located at 150 North 19th Avenue Brighton, CO 80601.

4. TERM OF AGREEMENT:

This procurement term shall be a one (1) year agreement for project work with the option of three (3) annual project specific renewals at the County's sole discretion may include the following, but is not limited to; project review, design, materials, and installation fee rates.

- 4.1. Initial work to be performed currently includes the exact location for window removal and installation services for the County; however, it is understood and agreed that the County may, at its sole discretion during the term of the contract, request additional window removal, replacement, and installation services from the selected Contractor. No guarantee of additional services throughout the term of agreement as all work deemed necessary shall be per fund appropriation.

5. Material Specifications: –

- 5.1. LTI Smart Glass CP-500 three (3) ply HP White laminate polycarbonate ½" U.V rating of 99%, impact and shatter resistant, U rating of .74, meets or exceeds ASTM F1915 Grade #2 impact resistance (40 Minute attack rated), UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, Meet or exceed CPSC 16 1201 Category II rating, Light transmittance of 56%. (Refer to the provided manufactures specification sheet).
- 5.2. Stainless steel torx screws for all window stiles/frames (no metric thread or black oxide screws).
- 5.3. Window mastic/adhesives shall be compatible with chosen polycarbonate, silicones are acceptable if they are U.V rated, remain pliable/flexible, can withstand expansion and contraction and direct sunlight without failing or degradation. No sealants that harden will be allowed in the application. Windows shall be installed in such a fashion that the window frames, window stops, Windows stiles can be easily removed and properly cleaned free of all adhesives in case of the need for emergency window replacement.
- 5.4. All materials or alternate materials shall meet or exceed the following, ASTM F1915 Grade #2 (40Min) attack rated, UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, Meet or exceed CPSC 16 1201 Category II rating, U.V rating of 99%, U factor .74

Project Work is to comply with Adams County Construction Standards and all current building codes.

END SCOPE OF WORK FOR BID PACKAGE_2018.618 INTERIOR EXTERIOR WINDOW REPLACEMENT.

III. RESPONSE FORMAT

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.

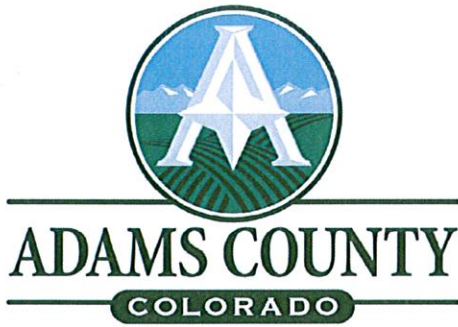
SUBMISSION OF BIDS: **Two (2) hardcopies (to include one (1) ORIGINAL and one (1) Copy), and one (1) electronic (USB or CD PDF document)** must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise 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.

Any and all provide Excel documents shall be completed and provided in the electronic bid submittal.

****Attachment C. - 2018.618 / Interior Exterior Window Replacement Pricing Sheet shall be provided in the electronic format of Excel included in the USB or CD.**

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

INVITATION FOR BID
PRICING FORM – Attachment C.

All pricing shall be as submitted in the Excel sheet attached herein as:

Attachment C. - 2018.618 / Interior Exterior Window Replacement Pricing Sheet

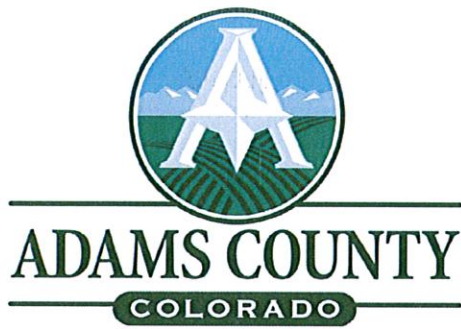
I. **Additional Pricing Information Required:**

Time and Material / Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours

Percentage of prompt payment discount, if offered _____ %

Total submittal price with discount \$ _____

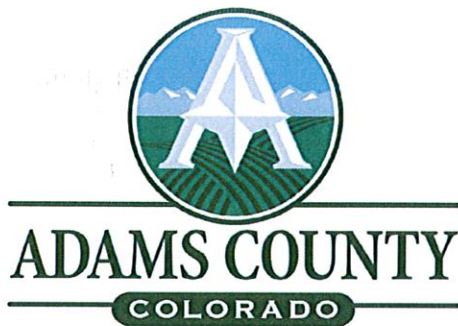


Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**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
Certificate of Incorporation or other formal documentation		
Meeting the requirement of years in business		
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	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
STATEMENT OF NO BID
COMPLETION OF THIS FORM IS OPTIONAL

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County

Email to: SSPRAGUE@ADCOGOV.ORG

Attn: Shannon E. Sprague, CPPB

IFB-SS-2018.618 / Interior / Exterior Window Removal & Installation Project – Detention Center

4430 South Adams County Parkway

Brighton, CO 80601

Specifications too "strict" (i.e. geared toward one brand or manufacturer only). Please explain.
Use additional page, if needed.

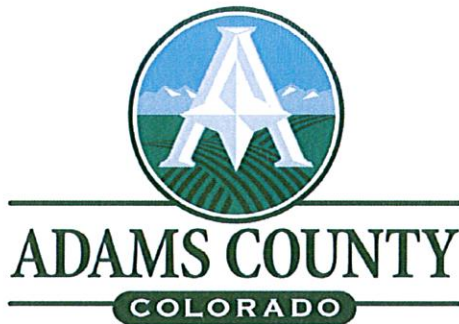
Specifications are unclear. Please explain.

- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform within the required time.
- ☐ We are unable to meet insurance and/or bonding requirements.
- ☐ We do not offer/supply this product or service.

Further Remarks/Comments:

PRINT OR TYPE YOUR INFORMATION

Contractor Name		Fax
Address:	City/State	Zip Code
Contact Person	Title	Phone
Printed Name	Title	Date
Address	City/State	Zip Code
Email Address		



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

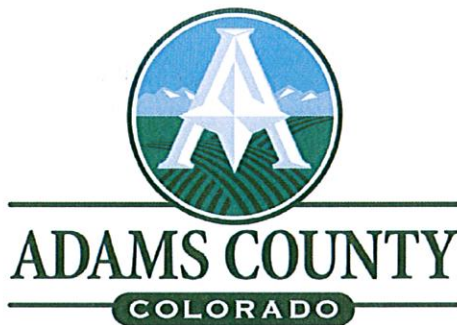
Printed or Typed Name

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 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 _____

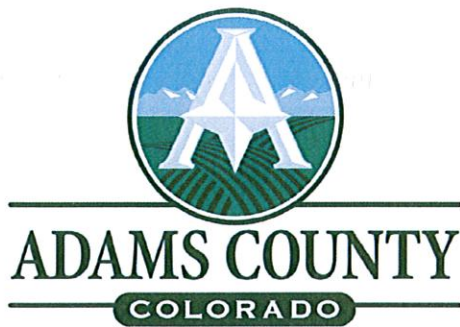
Title _____

Address _____

City, State, Zip Code _____ County _____

Telephone _____ Fax _____

Email _____



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

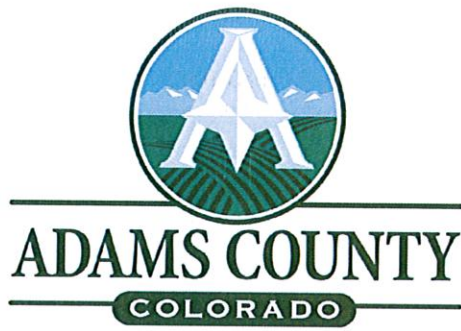
**INVITATION FOR BID
REFERENCE FORM**

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	
Project Value	\$

Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Project Value	\$

Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Project 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.

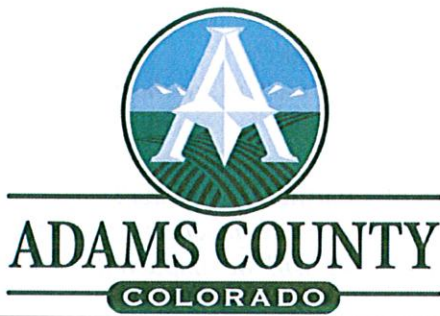
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Attachment C - 2018.618 - Interior / Exterior Window Replacement & Install - Detention Center Bid Pricing Sheet**

Item No.	Item Description	Est. Qty	UOM	Unit Cost	Total Item Cost
Project Bid Items					
1	A Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ -	\$ -
2	B Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ -	\$ -
3	C Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ -	\$ -
4	D Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ -	\$ -
5	D Module: Approx. 36" x 30 - 1/2 ; Thickness: 1/2 Inch	36	Each	\$ -	\$ -
Material Total Amount : Items 1-5*					\$ -
Shipping / Installation / Labor Items					
6	Shipping / Handling / Freight: FOB DESTINATION	1	Job	\$ -	\$ -
7	Lift Costs / Rental Rate	1	Job	\$ -	\$ -
8	Project Installation: Removal / Replace Onsite Installation, Delivery (Onsite), Set-Up, Labor, Debris Removal	1	Job	\$ -	\$ -
Services Total Amount : Items 6-8*					\$ -
Project Services & Material Total Amount : Items 1-8*					\$ -
Material Bid Item					
1	LTI Smart Glass CP-500 three (3) ply HP White laminate polycarbonate 1/2" U.V rating of 99%, impact and shatter resistant, U rating of .74, meets or exceeds ASTM F1915 Grade #2 impact resistance (40 Minute attack rated), UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, Meet or exceed CPSC 16 1201 Category II rating, Light transmittance of 56%. (Refer to the provided manufactures specification sheet).	1	Each / Glass Pane	\$ -	\$ -
Project Completion After ARO* - Construction Contract				Calendar Days	

*Adams County anticipates project completion on or before December 31, 2018; All bidders are to provide the most accurate ARO work completion date.

****Additionally all submittals shall include an itemized time and materials pricing sheet for additional future work through and to included 12/31/2019.**



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

Addendum #1

RFP Issue Date: June 8, 2018
RFP Number: IFB-SS-2018.618
RFP Title: INTERIOR / EXTERIOR WINDOW REMOVAL &
INSTALLATION PROJECT – DETENTION CENTER

1. The following is a revised bid schedule:

- Bids Due: 2:00PM - June 15, 2018

2. Attached Separately:

- Mandatory Pre-Bid Site Visit / Walk-Thru Attendees

3. Answers to Submitted Questions:

1. Is a price per pod acceptable?
*a) Refer to the Scope of Work and **Revised** Attachment C. Bid Pricing Sheet.*
2. What are the quantities for the metal and mesh that need to be removed?
a) Interior metal panels: Qty. 120 Each, interior expanded metal: Qty. 60 Each; Once window / panel items have been removed then all existing items shall be turned over to the Owner / County.
3. Please confirm the number of interior metal grates and number of sheet metal panels that will need to be removed;
a) See above Qty. information; Once items have been removed they shall be turned over to Facility Operations.
4. Does the interior expanded metal need to be replaced? Replace mesh as well?
a) No and No; Once all these materials have been removed then all existing items shall be turned over to the Owner / County.

14. Although some of the remaining angle stops may be re-used, please confirm that all bidders should include all brand new angle stops for the poly-carb sheets.

a) YES, please refer to the scope of work and the forms that were posted with the scope of work on Bid Net.

15. Please confirm the specification for the angle stops (ie 1/4" thick, 1 1/4" x 1 1/4" angle stops);

a) Correct.

END OF ADDENDUM #1

MANDATORY YES_X_ NO_____

NO—

SOLICITATION #

2018.618 /Interior / Exterior Window Removal - DC

DATE: THURSDAY, MAY 31, 2018

NAME _____

[illegible]

PHONE NUMBER

Bret King	Glass Doctor	bret.king@mail.glassdoctor.com	308 293 9227
Darvess "Dell"	T-Kate	darvess@T-Kate.com	303 - 212-4541x
Phillip Escobedo	U.S. Detention Solutions	pesobedo@usdetentionsolutions.com	303 476 1632
Jeff Vetter	T-Kate	Jeffrey.Vetter@T-Kate.com	620 486-1085
Justin Blais	WhiteStone Construction	Justin@whitestone-construction.com	303 661 0613

Please note that solicitations issued prior to September 07, 2016 can be found here: <http://legacy.rockymountainbidsystem.com>



Addendum Description

Addendum No. 2: Bid Document with submittal instructions.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added
Removed Categories
No Categories Removed

Added Documents

Document	Size	Uploaded Date	Language
2018.616 Bid Document [pdf]	397 Kb	06/14/2018 10:47 AM MDT	English

ATTACHMENT A. - SCOPE OF WORK:

1. **PURPOSE:** TO ESTABLISH A CONTRACTOR FOR WINDOW REMOVAL AND REPLACEMENT WITH NEW WINDOW INCLUDING INSTALLATION AT THE ADAMS COUNTY DETENTION FACILITY "COUNTY".

- 1.1. The selected Contractor shall provide interior/exterior window removal, replacement, and installation services as specified herein.
- 1.2. All work must be completed before December 31, 2018. Due to the nature of the facility and Departments conducting business within it Adams County Facility Operations estimates that all areas listed for work shall be completed within a (4-6 month) time frame.

2. **WORK LOCATION:** Located at 150 North 19th Avenue Brighton, CO 80601.

3. **TERM OF AGREEMENT:**

This procurement term shall be a one (1) year agreement for project work with the option of three (3) annual project specific renewals at the County's sole discretion may include the following, but is not limited to; project review, design, materials, and installation fee rates.

- 3.1. Initial work to be performed currently includes the exact location for window removal and installation services for the County; however, it is understood and agreed that the County may, at its sole discretion during the term of the contract, request additional window removal, replacement, and installation services from the selected Contractor. No guarantee of additional services throughout the term of agreement as all work deemed necessary shall be per fund appropriation.

4. **Material Specifications:** –

- 4.1. LTI Smart Glass CP-500 three (3) ply HP White laminate polycarbonate ½" U.V rating of 99%, impact and shatter resistant, U rating of .74, meets or exceeds ASTM F1915 Grade #2 impact resistance (40 Minute attack rated), UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, Meet or exceed CPSC 16 1201 Category II rating, Light transmittance of 56%. (Refer to the provided manufactures specification sheet).
- 4.2. Stainless steel torx screws for all window stiles/frames (no metric thread or black oxide screws).
- 4.3. Window mastic/adhesives shall be compatible with chosen polycarbonate, silicones are acceptable if they are U.V rated, remain pliable/flexible, can withstand expansion and contraction and direct sunlight without failing or degradation. No sealants that harden will be allowed in the application. Windows shall be installed in such a fashion that the window frames, window stops, Windows stiles can be easily removed and properly cleaned free of all adhesives in case of the need for emergency window replacement.
- 4.4. All materials or alternate materials shall meet or exceed the following, ASTM F1915 Grade #2 (40Min) attack rated, UL 972 rated, CC1 combustibility classed,

ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, Meet or exceed CPSC 16 1201 Category II rating, U.V rating of 99%, U factor .74

5. Samples / Alternative Materials:

Adams County reserves the right to request a sample of any and all proposed alternate product for testing, inspection and product review. If any alternate materials are proposed the Contractor/installer shall provide a sample of such said product and product specification sheet for review and consideration. All alternate samples shall be turned in for consideration within two (2) week time frame from time of initial request. Adams County reserves the right to accept or decline such proposed alternate materials.

6. Scope of Work and Workmanship:

Provide experienced, well trained workers competent to complete the work as specified.

- 6.1. A, B, C, D, E modules exterior/interior facing day space window removal, and replacement including metal frame work, frame work repairs.
- 6.2. The selected Contractor shall be responsible for field measuring all window sizes, window pane thickness, and window stiles/stops.
- 6.3. All window frames/stiles will need to be removed either by utilizing a hand grinder or by removing security screws. All screws are to be replaced with stainless torx safety screws, all screws shall be the same thread pattern and torx head, all screws shall be uniform meaning that a technician shall not have to use several different sizes and types of screwdrivers to remove the screws during future window replacement.
- 6.4. New stainless steel Torx security screws shall be reinstalled even in places where they have been removed, stripped, welded in place. There may be instances where the existing screw holes may need to be tapped to accept new screws.
- 6.5. All areas where they window frames/stiles need to be removed using a hand grinder these areas will need to be primed with red metal oxide primer to prevent rusting.
- 6.6. Once new window material has been set in place there shall be absolutely no welding in place of any window frames, window stops, window stiles.
- 6.7. Where needed if window frames, window stops, window stiles are beyond repair they will need to be replaced and shall match existing dimensions, material, color and screw hole pattern.
- 6.8. The preference is that all tools and materials that will be utilized during this project be checked in at the beginning of the project and stored on site, Facility Operations Supervisor or a designee will designate a secured location to keep all tools and materials for the duration of this project.
- 6.9. Materials utilized for this project shall be acclimated to current weather conditions prior to installation.

6.10. Only remove windows and frames in which can be replaced in a single days work, due to the nature of the environment there can be no windows temporarily boarded up, once a window has been removed it has to be replaced that same day.

6.11. Plan accordingly for weather occurrences, including but not limited to:

- *Appropriate temperatures for proper adhesion, sealing, installation, cleaning, painting, etc.

- *Appropriate moisture conditions.

- *Wind, Rain, Snow, or other inclement weather.

- *Perform only that work on a day-to-day basis which can be completed and returned to its original state to provide a safe and secure environment.

*** No commencement of work in an area if it cannot be completed or if inclement weather is predicted shall occur.**

6.12. Lift and carry windows when moving them, do not drag into position.

6.13. All material left after cutting required sizes out of full sheets shall be left on site.

6.14. All window protection film used during shipping shall be removed and all windows shall be cleaned using the manufactures recommended window cleaner prior to installation, during the cleaning process use materials that will not scratch the windows surface.

6.15. All other manufacturer guidelines and recommendations shall be followed during the installation and cleaning process.

6.16. Protect window frames and other parts from damage during installation process.

6.17. All window material shall be inspected prior to installation for items such as scratches, gouges, chips, cracks, lamination failure, Etc. No defective materials will be accepted.

6.18. Windows shall be installed as per the Manufactures specifications. The U.V side of the polycarbonate shall be installed so that it is facing the right direction to capture the suns U.V. and prevent window failure.

6.19. Once all windows have been installed a final window inspection by Facility Operations and the installer will occur, all windows shall receive a final washing prior to the inspection.

6.20. Windows shall be cleaned from all paint or primer overspray, over application of silicone or mastic, use of correct fasteners.

6.21. All steel columns/ frames either interior or exterior were steel panels or expanded metal has been affixed or welded in place shall removed and repaired to accept new LTI Smart guard CP500 three ply white polycarbonate window panels shall be installed.

- 6.22. All new windows shall be detention grade; material shall be LTI Smart guard CP500 three ply white polycarbonate. All newly installed windows shall be able to withstand high abuse from such things as kicking, hitting, and scratching, etching, fading, sun damage and must be U.V rated, Windows shall be white in color and able to emit 56% of natural sunlight into the inmate occupied areas, but yet still be able to provide security from the inmates having the ability to see anything outside, window shall be abrasion resistant, impact/shatter resistant, and shall meet ASTM F1915 Grade #2 (40Min) attack rated, UL 972 rated, CC1 combustibility classed, ASTM D635, ANSI Z97.1 ratings for use in commercial buildings, Meet or exceed CPSC 16 1201 Category II rating, U.V rating of 99%, U factor .74
- 6.23. Installation of all windows shall be in such a fashion that they provide protection during adverse weather conditions and are water tight. Weather stripping/gasketing shall be applied to each individual frame/stile and shall be able to be easily removed when window replacement is required. Only sealants that remain pliable/ flexible, can withstand expansion and contraction, withstand direct sunlight, and are U.V rated, no sealants that harden will be allowed.
- 6.24. All windows shall fit exact and with minimal free play but allow enough movement in the frame to allow for expansion and contraction of the building. Windows shall fit into opening without forcing. (Refer to Manufactures specifications for expansion and contraction tolerances).
- 6.25. Adams County Facility Operations will provide a trash receptacle for all removed materials, but it shall be the responsibility of the Contractor/installer to ensure that the area of work is kept clean, tidy and all debris is disposed of properly.
- 6.26. The Contractor must provide a minimum of one (1) year labor warranty.

7. **Site Safety:**

- 7.1. There shall be no aluminum cans, glass, silverware, knives, and lighters, introduced into a secured area.
- 7.2. All areas are subject to site inspections and tool inspections.
- 7.3. It is the Contractor's responsibility to use precautions when setting up ladders, scaffolding or lifts as to not damage the landscaping, window, sidewalks or floors, etc.
- 7.4. Any damage to The Building or Adams County Property caused by the Contractor must be reported immediately to the Facility Operations Supervisor, or designee. All Repairs shall be confirmed in writing and given to the Facility Operations Supervisor prior to starting any repairs.
- 7.5. At no time shall there be any trash, tools, materials or any objects left unattended.
- 7.6. Due to the environment and working in a secured area of the facility it will be expected that the Contractor provides a high level of awareness for his/her surroundings and insures that the safety for inmates and staff is held to a high level, at no time shall any tools, materials, etc. be left unattended.

- 7.7. All tools to perform the job are required to be checked in and accounted for before leaving the work area. Tools that are to be checked in at the start and finish of each day until the job has been completed. It is the contractor's responsibility to ensure all tools checked into the facility are accounted for and if found missing MUST BE IMMEDIATELY REPORTED to the Facility Operations Supervisor.
- 7.8. During the project if sky lifts are utilized the keys must be removed when the equipment is left unattended. All ladders, scaffolding, platforms shall be properly secured at the end of each business day.
- 7.9. Before any work can commence all Contractors' employees that will be conducting work must complete and pass a background check Adams County will provide you a background questionnaire form, this must be filled out truthfully and returned along with a photo I.D to the Adams County Facility Operations Supervisor for processing. Do not contact Facility Operations if you have staff or sub-contractors that do not pass the back ground process.
- 7.10. All contractors shall follow Adams County Facility Operations policies and procedures.
- 7.11. Contractors shall check in at the facility operations office prior to beginning the job.
- 7.12. The awarded contractor shall receive a copy of Facility Operations contractor regulation FO-06 and Safety program FO-05 at that time (See Separate Attached Document).
- 7.13. Each awarded contractor and sub-contractor (if deemed necessary and prior approved by County) shall adhere to the rules and regulations while working within a secured environment. The contractor or sub-contractor shall present themselves in a professional manner at all times.
- 7.14. At no time shall any Contractor converse with any inmate alone or unsupervised, if any Contractor is found holding an unsupervised conversation with an inmate they will be asked to leave the premise and their privileges will be revoked.

8. Completion:

- 8.1. The initial punch list, if any, shall be prepared prior to completion.
- 8.2. The Contractor shall work diligently to complete the items on the initial punch list within a reasonable amount of time and will, upon request, provide documentation that will support completion of the initial punch list.
- 8.3. Before completion, a final punch list shall be prepared by the Adams County facility operations.
- 8.4. Upon completion the Contractor shall hand all warranties and documents to the Adams Sheriff's and Coroner's office Facility Operations Supervisor.
- 8.5. All completed work will be inspected by Adams County Facility Operations and any deficiencies must be corrected within 72 hours of inspection.

9. Minimum Qualifications/ Submittals:

In addition to the bid Proposal/Breakdown, please provide the minimum following information. Insufficient, inaccurate, or blank responses may be considered non-responsive and therefore disqualify the Bid.

9.1 Three (3) references including client name, contact person, phone number, and email address, and brief description of the project.

9.1.1 Project descriptions shall include type of sealants and polycarbonates used, project size, cost, and schedule.

9.3 Describe (no more than one (1) page) your corporate safety plan. Identify if safety plans are tailored to project specifics. Attach a copy of the table of contents for the safety plan (if available). Adams County reserves the right to request a full copy of the safety plan.

9.4 Schedule: (no more than one (1) page) Identify schedule acceptance as indicated in the IFB or provide an alternate schedule for work. Include appropriate submittal review and approval time in the schedule.

9.5 It is preferred that the awarded Contractor be able to complete the entire project utilizing their own staff. All subcontractors will need to be approved by the Adams County Facility Operations Supervisor or Designee before performing any duties as part of the work to be completed.

9.5.1 All proposed sub-contractors shall be listed and the percentage of work to be performed for the project. County shall at its sole discretion approve all subcontractors prior to work commencement.

9.6 Contractor shall provide adequate staffing to complete a project of this size within the Facility Operations time frame as stated above. Provide anticipated staffing plan (no more than one (1) page).

10. Hours of Work:

10.1 Work hours are Monday through Friday 7am to 3:00pm. The contractor may be required to work nights or weekends, this will be at the discretion of the Facility Operations Supervisor.

10.2 If the contractor elects to work weekends it must be cleared thru the Facility Operations Supervisor (3) days prior to starting. This will allow for additional staffing if needed for security reasons.

10.3 There will be absolutely no work scheduled on County Observed Holidays (See Attached Schedule).

10.4 Due to nature of the buildings and day to day activities, the contractor shall communicate with the Facility Operations Supervisor regarding start and end time for work that is to commence in secured areas of the facility. Contractor must be able to communicate and take directives effectively from the Supervisor or his/her designee on a regular basis.

10.5 Contractor shall provide a project schedule within (10) days of being awarded the contract. And shall review and update this schedule as necessitated by weather or other delays.

11. Additional Requirements:

11.1 A Colorado and national background check will be required for all persons prior to being granted access to County facilities. Those that do not pass the back ground will not be allowed to work within any Adams County Facility in which there are Sheriff's personal or inmates.

12. Shipping and or freight costs.

12.1 All items are to be shipped freight prepaid, F.O.B Destination. Adams County Detention Facility in care of Facility Operations 150 North 19th Avenue Brighton, CO 80601. No additional charges for packing, drayage or any other purpose will be allowed.

12.2 . Material comes in 4x8, 5x8 or can be cut to specific sizes. If Contractor selects to use sheet goods for this project in 4x8 or 5x8 all extra material and cut scraps/waste shall be left on site.

13. Itemized Project Cost Breakdown:

All itemized costs shall include but is not limited to the following; lift rental cost, labor shall include installation, set-up, removal, replacement, and overall project cost for the material and services as not to exceed amounts, tax exempt for the work as described.

13.1. All bid must include the itemized cost associated with each area listed in **Attachment C. – Interior Exterior Window Replacement Pricing Sheet**. Adams County reserves the right to add or remove specified areas to be within the budgeted amount for this project.

13.2. Any and all alternate products or services must be submitted separately and a base bid must be provided and shall be reviewed for responsiveness first prior to any review of alternates. The County reserves the right at its sole discretion to select any provided alternate(s) for project completion.

END SCOPE OF WORK.



LTI SMART GLASS, INC

14 Federico Drive / Pittsfield, MA 01201 / www.LTISmartGlass.com
Office: +1-413-637-5001 / Fax: +1-413-637-5004

PRODUCT NAME:	SMARTGARD CP500 Translucent White
PRODUCT ID:	CP500TWT
PRODUCT DESCRIPTION:	Three (3) Ply Abrasion Resistant Laminated Polycarbonate Sheet
CONSTRUCTION:	.118" Polycarbonate Sheet (Exposed surface abrasion resistant) .050 White Urethane Bonding Interlayer .236" Polycarbonate Sheet .025 Urethane Bonding Interlayer .118" Polycarbonate Sheet (Exposed surface abrasion resistant)
MAXIMUM DIMENSIONS:	72" X 96"
NOMINAL THICKNESS:	0.547
THICKNESS TOLERANCE:	+/- 5% Maximum: 0.575" Minimum: 0.520"
WEIGHT (SQ/FT)	3.325
SHADING COEFFICIENT:	.77
U-VALUE:	.74
LIGHT TRANSMITTANCE:	56%
FORCED ENTRY & CONTAINMENT:	ASTM F1915 Grade 2 (40 Minute Attack) HP White TP-0500.03 Level 2 Step 15 WMFL Level II (60 Minute Attack)
COMPLIANCE	Made from UL 972 listed polycarbonate sheet CC1 Combustibility Class ANSI Z97.1 For Safety Materials used in buildings CPSC 16 1201 (Category I and II)

INSTALLATION: LTI strongly suggests the use of a suitable structural security framing with an appropriate protection rating. Allow for a minimum of a (1) inch edge engagement in the frame with sufficient rabbet depth to allow for expansion (approximately 1/16"/FT).

Only use sealants and gaskets that are compatible with polycarbonate.

Remove protective masking when installation is complete and before prolonged exposure to sunlight, weather, and moisture.









