| **REQUEST FOR PROPOSAL**  
**COVER SHEET** |
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<td><strong>RFP Issue Date:</strong></td>
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<td><strong>RFP Title:</strong></td>
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<td><strong>RFP Questions Due:</strong></td>
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<td><strong>Proposal will be received until:</strong></td>
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For additional information please contact: Shawn Hartmann, Contract Specialist II  
720.523.6279  
Email Address: Shartmann@adcogov.org

Documents included in this package:  
Proposal Instructions  
General Terms and Conditions  
Scope of Work (SOW)/ Specifications  
Pricing Form  
Submission Check List  
Statement of No Bid  
Contractor’s Certificate of Compliance  
Contractor’s Statement  
Reference Form  
Term of Acceptance Form  
Attachment A – Sample Service Agreement (Categories I and II)  
Attachment B – Sample Construction Agreement (Category III)
1. PURPOSE/BACKGROUND: The purpose of this RFP is to purchase Services as specified herein from a source of supply that will give prompt and efficient service to the County.

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

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

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

   ATTN: Shawn Hartmann
   Contract Specialist II
   RFP-SPH-2020.800

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for RIVER CORRIDOR RESTORATION.

4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: [https://www.bidnetdirect.com/colorado/adams-county](https://www.bidnetdirect.com/colorado/adams-county)

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

5. TERM OF AGREEMENT: This is a one-year agreement with the option of two one-year renewals.

   5.1. OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS The County shall have the option to renew the Agreement for two (2) subsequent one-year periods. 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.
6. **CONTRACTUAL OBLIGATIONS**

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

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

6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

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

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

6.6. Incorrect Pricing/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.

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

6.8. Pricing MUST be submitted in a separate sealed envelope.

7. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

7.1. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.

7.2. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
7.3. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

7.4. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Shawn Hartmann, Contract Specialist II, Purchasing Division, Adams County, Shartmann@adcgov.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.

8. Any official interpretation of this RFP 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.

9. 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.

10. 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.

11. BUDGET: Budget will not be disclosed.

12. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
1. **APPLICABILITY**: These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Proposal” or “Response”) made to Adams County (hereinafter referred to as "County") by all prospective Contractors, 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”).

2. **CONTENTS OF PROPOSAL**

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

2.1.1. 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.

2.1.2. 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.

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

3. **Equal Opportunity**: 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 proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** 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 as such. The County does not guarantee the confidentiality of any record(s).

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.

5. **CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS**

5.1. 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.

5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work 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.

5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals 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.

5.1.3. **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.

5.2. **PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION**
5.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.

5.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; 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.

5.2.3. 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.

5.2.3.1. Federal Identification Number: 84-6000732

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

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure 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.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal 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.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor’s Statement page. The Contractor’s Statement of this Solicitation must be included in Proposal response. If the Contractor’s authorized agent fails to sign and return the original Contractor’s Statement page of the Solicitation, its Proposal may be considered invalid.

7.1.3. 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.
7.1.4. Unit prices by hourly rate shall be provided by the Contractor. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

7.1.5. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.

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

7.2. SUBMISSION

7.2.1. The Proposal shall be sealed in an envelope with the Contractor’s name and the Solicitation number on the outside. An itemized quote must be provided with the proposal, in a separate sealed envelope. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.

7.2.2. Each Proposal 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 Proposal non-responsive.

7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.

7.2.4. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.

7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.

7.2.6. Contractors, which qualify their Proposal 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 Proposal 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.

8. LATE PROPOSALS

8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: RIVER CORRIDOR RESTORATION and RFP-SPH-2020.800.

8.4. 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 proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

9.1. MODIFICATIONS TO PROPOSALS. Proposals 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.

9.2. WITHDRAWAL OF PROPOSALS

9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal 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.

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

10. REJECTION OF PROPOSALS

10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

10.1.2. Re-advertise this Solicitation;
10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor’s Proposal does not strictly conform to the law or the requirements of the Solicitation;

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

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

10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor’s Statement.

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

11. ELIMINATION FROM CONSIDERATION

11.1. A Proposal 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.

11.2. A Proposal 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.

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

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

11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
12. **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 Proposal 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 Proposals will not be accepted.

13. **AWARD OF SOLICITATION:** The County shall 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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I. INTRODUCTION

Adams County seeks to conduct a comprehensive River Corridor Restoration Project along the following major riparian corridors: South Platte River, Clear Creek, Little Dry Creek, and Niver Creek. The goal is to reduce/eliminate invasive species of trees such as Russian olive, Siberian elm, Tamarisk, and Tree of Heaven and increase the amount of desirable (native) vegetation. This will be a multi-vendor award for each category.

II. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- Itemized list of equipment available sorted by category chosen

III. 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 PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB with a single PDF document of the proposal excluding the quote, which should be in a separate PDF document), TOTAL OF TWO (2) submittals of each Proposal 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.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

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

1. Provide submittal without reference to Adams County logo or company logo.

2. Label cover of Original submittal
3. Submit proposal in a tab format

4. Table of Contents – Include a clear identification of the material by section and by page number, i.e. Mandatory Requirements section, etc.

5. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.

6. Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
   a. Size of the Firm and size of local office (if applicable).
   b. Location of the office, where the work on this engagement is to be performed.
   c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
   d. Number and nature of staff to be assigned to this project on a part-time basis.
   e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
   f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

7. Provide documentation that satisfies the Required Document requests.

8. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

Adams County wishes to retain one or more pre-qualified Service Providers for maintenance operations along our regional trail/riparian corridors primarily within unincorporated Adams County. The County is requesting proposals in order to establish Agreements with pre-qualified Service Providers for such services beginning in 2020. Maintenance operations will be on an on-call, as-needed basis under a General Services Agreement. The County reserves the right to award to multiple service providers. Nothing herein guarantees any minimum amount of work to any Service Provider.

Adams County requests proposals from Service Providers for one or more (please specify in your proposals which category’s) of the following categories:

Category I – Forestry Operations
- Forest-related work for the improvement, restoration, and protection of riparian forest corridors.
- Tree cutting and removal, selective thinning of trees, trimming of branches, herbicide treatment of stumps of non-desirable species, mastication of shrubs/small trees, chipping of branches
- Preferred certifications/qualifications: International Society of Arborists (ISA) certified arborist(s) on staff; Colorado Dept. of Agriculture Public Pesticide Applicator License – Qualified Supervisor; Red Cross Basic First Aid and CPR including AED; safety training for the following topics: chainsaw handling/use, chipper safety, skid steer safety, masticator safety, and overhead hazards;
Category II – Debris Removal, Mowing, Landscape Services
- Debris removal (non-hazardous)
- Hazardous (including bio-hazardous) debris removal
- Mowing and vegetation removal
- Landscape services including native grass seeding, hydromulching, straw crimping and other types of soil stabilization, wetland seeding, wetland plantings, and tree and shrub plantings
- Preferred certifications/qualifications: Red Cross Basic First Aid and CPR including AED; safety training for the following topics: blood borne pathogens, hazard awareness, determining PPE by level of hazard, decontamination procedures, handling and disposal of sharps, hepatitis awareness

Category III – Minor Construction Services
- Contractors to be prequalified and issued bids for projects as they arise
- Concrete trail repairs
- Minor bank or channel repairs with rip-rap (grouted and soiled)
- Minor retaining walls
- Preferred certifications/qualifications: General Contractor Licensing with Adams County.

BONDING/SURETY REQUIREMENTS:
- A 5% Bid Bond is required for Construction Projects over $50,000 at the time of bid submittal.
- Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution for Construction Projects over $150,000, or as otherwise defined in the Specifications/Scope of Work.
- 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.
- A 5% Retainage Fee will be held for Construction contracts over $150,000.
- Liquidated Damages will apply.
- Bonds may be submitted on the Standard AIA form.

EVALUATION OF PROPOSALS
All Proposals will be evaluated by a Project Committee assigned by the Project Manager in coordination with the Purchasing Division. Proposals will be evaluated on the basis of the Evaluation Criteria noted here-in. The combination of qualifications, experience, the applicability of solutions offered to meet Adams County’s needs, and pricing will be major factors determining the best value and the recommendation for selection. The Project Committee may make a recommendation on the basis of the Proposals received, or may choose to “short list” prospective firms for further consideration, which may include interviews and/or negotiations. The firm or firms
recommended for award will be chosen on the basis of the apparent greatest benefit to Adams County, and not necessarily on the basis of lowest price.

**EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the following criteria:

1. Responsiveness to the needs of Adams County and the degree to which the Proposal meets or exceeds the terms of the RFP as detailed in the proposed means and methods of accomplishing the Services, and the Scope of Services offered.

2. Responsibility of the submitting firm, including the firm’s financial capacity, its ability to obtain required insurance and bonds, its claim and litigation history, and history of debarment.

3. Experience of the submitting firm in dealing with county, municipal or other governmental agencies in projects of similar size, scope, and nature. The experience and resumes of the submitting firm’s proposed key personnel to be assigned to the Project.

4. Non scored item - The submitting firms’ proposed billable rates for labor and Construction/Maintenance Equipment, markup percentages for insurance, Overhead and Profit, and bonds if applicable, and Unit Prices, if any, based on the services to be provided (Pricing provided will be for the term of the contract, each subsequent renewal pricing may be revisited with a maximum increase of the previous year CPI).

   a. Scored Item – Proposed lists of available equipment per category chosen.

5. The ability of submitting firms to provide services from more than one of the Categories listed above.

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SUBMISSION: It is imperative you address your submittal envelope as follows:

**Mailing Address:**
Adams County Government Center  
Purchasing Division C4000A  
4430 South Adams County Parkway  
Brighton, CO 80601

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

ATTN: Shawn Hartmann  
Contract Specialist II  
RFP-SPH-2020.800

<table>
<thead>
<tr>
<th>Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Requirements met and response included?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>May any other governmental entity avail itself of this Agreement and purchase any and all items specified?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Have all the addendums been acknowledged and enclosed?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Original and the number of copies specified enclosed including electronic copy?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Has a duly authorized agent of the contractor signed the Contractor’s Statement?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Is pricing form enclosed in a separate sealed envelope?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>
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 Purchasing Division
Attn: Shawn Hartmann, Contract Specialist II
RFP-SPH-2020.800
4430 South Adams County Parkway, C4000A
Brighton, CO 80601

☐ 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______________________________________________________
Phone_______________________________
Address:__________________________City/State________________________Zip Code________________
Contact Person______________________Title____________________________Date______________

Email Address______________________
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into an 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.
Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has 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 Proposal 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 Proposal, (3) the Proposal 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 Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): ________________________________________________________________

<table>
<thead>
<tr>
<th>Contractor Name</th>
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<th>City, State, Zip Code</th>
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Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601  

REQUEST FOR PROPOSAL  
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:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Reference Name</th>
<th>Reference Email Address</th>
<th>Telephone Number</th>
<th>Project Name</th>
<th>Value</th>
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</table>
Request for Proposal # ____________________________________________________________

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor’s intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

1) __________________________________________________________________________

2) __________________________________________________________________________

3) __________________________________________________________________________

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

_____________________________________________________________________________
Contractor Name

_____________________________________________________________________________
Authorized Signature

_____________________________________________________________________________
Printed Name

_____________________________________________________________________________
Title

_____________________________________________________________________________
Date
ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR

THIS AGREEMENT ("Agreement") is made this ____ day of ______________ 2020, 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 Company Name, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the “Parties.”

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

1. **SERVICES OF THE CONTRACTOR:**

   1.1. All work shall be in accordance with the attached RFP 2020.807 and the Contractor’s response to the RFP 2020.807 attached hereto as Exhibit A and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

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

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

3. **TERM:**

   3.1. Term of Agreement: The Term of this Agreement shall be for one year from DATE through DATE.

   3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one-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: [insert total amount of contract]
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; and

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

   Department: Adams County Community and Economic Development  
   Contact: Max Dafron  
   Address: 4430 South Adams County Parkway  
   City, State, Zip: Brighton, Colorado 80601  
   Phone: 720.523.6820  
   E-mail: Mdaffron@adcogov.org

   Department: Adams County Purchasing  
   Contact: Shawn Hartmann  
   Address: 4430 South Adams County Parkway  
   City, State, Zip: Brighton, Colorado 80601  
   Phone: 720.523.6279  
   E-mail: Shartmann@gmail.com

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

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

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. **Security Breaches and Personal Information**

14.1. If Contractor obtains personal identifying information, as that term is defined in C.R.S. 24-73-101, from the County during the course of this Agreement, Contractor shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. 24-73-101 when that information is no longer needed for the performance of this Agreement. Contractor shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

14.2. In the event of a security breach, as defined in C.R.S. 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Contractor shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

15. **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:
15.1. 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.

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

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. 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).

15.8. 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:

County Manager

____________________________________
Raymond H. Gonzales Date

Contractor

____________________________________
Signature Date

Printed Name Title

Attest:

Josh Zygielbaum, Clerk and Recorder Deputy Clerk

Approved as to Form: Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF ___________________________)

STATE OF ____________________________ )SS.

Signed and sworn to before me this ___ day of _____________________, 2020,

by ________________________________.

__________________________________.
Notary Public

My commission expires on: ________________________________
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

____________________________________   __________
Company Name                                      Date

____________________________________
Signature

____________________________________
Name (Print or Type)

____________________________________
Title

Note: Registration for the E-Verify Program can be completed at:
https://www.vis-dhs.com\employerregistration.

It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
ADAMS COUNTY
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this ________day of ______________, 2020, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the “County,” and, Contractor Name, located at Address123, hereinafter referred to as the “Contractor.”

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

1.RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

Solicitation & Project

1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:
1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

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

1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.

1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.

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

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

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

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

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

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

2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

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

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

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

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

4. TERM

4.1. Term of Agreement: The work to be performed under this Agreement shall be for XXXXX
5. **PAYMENT AND FEE SCHEDULE**

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of ($).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars ($150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars ($150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. **Fund Availability:** The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. **LIQUIDATED DAMAGES**

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default.

<table>
<thead>
<tr>
<th>Original Contract Amount ($)</th>
<th>Liquidated Damages per Calendar Day ($)</th>
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<tbody>
<tr>
<td>From More Than</td>
<td>To And Including</td>
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<tr>
<td>0</td>
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6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

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

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

7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

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

9. **SUBCONTRACTING**

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

10. **CHANGE ORDERS OR EXTENSIONS**

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

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

11. **INSPECTIONS, REVIEWS AND AUDITS**

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

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

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

12. **CLEAN-UP**

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

13. **PROJECT ADMINISTRATION**

13.1. The Project Manager for this Agreement shall be PM's NAME, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

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

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

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

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

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

15. **INDEPENDENT CONTRACTOR**

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

16. **INDEMNIFICATION**

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

17. **INSURANCE**

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

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

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

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

17.1.4. **Professional Liability Insurance***: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
   - Each Occurrence $1,000,000

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

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

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

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

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

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

17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

18. TERMINATION

18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.

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

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

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

19. BONDING:

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

20.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

20.2. **Compliance with Laws:** The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, *et seq.*, C.R.S.

20.3. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

20.4. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

20.5. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party’s right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

20.6. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

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

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

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

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

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

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

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

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

The remainder of this page is left blank intentionally.
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS

__________________________________  ____________________________
Chair                                      Date

CONTRACTOR

__________________________________  ____________________________
Signature                                  Date

Printed Name                                      Title

ATTEST:

Josh Zygielbaum, Clerk and Recorder

__________________________________
Deputy Clerk

APPROVED AS TO FORM:

__________________________________
Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF ____________________________ )

STATE OF ______________________________ )SS.

Signed and sworn to before me this ___ day of _________________________, 2020, by ____________________________.

______________________________
Notary Public

My commission expires on: ______________________________
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

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

Pursuant to Code of Federal Regulations 2 C.F.R. Part 200 Subpart C 200.213, the undersigned Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

CONTRACTOR:

_____________________________________
Name (Print or Type)

_____________________________________
Signature

_____________________________________
Title

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