

Purchase Order Number 10714

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

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
 Order Date: 04/25/13
 Requested Date: 04/25/13
 Cost Center: 1075

Vendor Address	Vendor and Shipping Information	Ship To Information
GROUNDS SERVICE COMPANY 1101 WEST 36TH AVE DENVER CO 80211	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FACILITY OPERATIONS ADMINSTRATION 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON CO 80601
VENDOR NUMBER: 294059		

Strasburg Irrigation System - Bid to Grounds Services Co., in the amount of \$13,700.00

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	Grounds Srv-PVC Irrigate-Stras Per all terms, conditions and special instructions in RFB 2013.061.		EA	0.0000	13,700.00	1075.7845 W 10751302	00003271

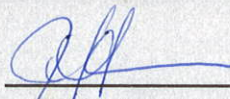
Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 13,700.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

Invoice to:
 Adams County A/P
 4430 S. Adams County Pkwy.
 Suite C4000A
 Brighton, CO 80601-8212
 720-523-6050

Inquiries to:
 Adams County Purchasing Department
 4430 S. Adams County Parkway,
 Suite C4000A
 Brighton, CO 80601-8212
 720-523-6050



112154 TIERNEY, JENNIFER D

ADAMS COUNTY AUTHORIZED SIGNATURE

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2013, 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 Grounds Service Co, located at 1101 W. 36TH Ave. Denver, CO 80211, 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 RFB 2013.061 and the Contractor's response to the RFB 2013.061 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 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. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be from May 1, 2013 to June 1 2013.

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 thirteen thousand seven hundred dollars (\$13,700.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. The County is subject to the revenue and spending limitations of the Taxpayer's Bill of Rights (TABOR), Colorado Constitution, art.X, §20, and § 29-1-301, C.R.S., as amended.

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:** 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.

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

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

- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

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

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

9. TERMINATION:

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

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is

terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

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

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

Department: **Facilities Dept**
Contact: **Mike Holub**
Address: **1100 Judicial Center Drive**
City, State, Zip: **Brighton CO 80602**
Phone: **720-641-6235**
E-mail: **mholub@adcogov.org**

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

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

Contractor: **Grounds Service Co**
Contact: **Matt Butler**
Address: **1101 W. 36th Ave**
City, State, Zip: **Denver, Co 80211**
Phone: **303-455-5566**
E-mail: **mkelly@groundsvco.com**

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to,

additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

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

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

Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

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

Mike Goins
Facilities Maintenance Director

Mike Goins
Signature

5.6.13
Date

GROUNDS SERVICE CO

[Signature]
Signature

5-2-13
Date

Matthew Butler
Printed Name

Manager
Title

Attest:

Karen Long, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION:

COUNTY OF _____)

STATE OF COLORADO)SS.

Signed and sworn to before me this ____ day of _____, 2013,

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:

Grounds Service Co.
Company Name

5-6-13
Date


Signature

STEVEN L. BUTLER
Name (Print or Type)

PRESIDENT
Title

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

EXHIBIT A

1. The Adams County Board of Commissioners by and through its Purchasing Manager is accepting bids for Irrigation System Design and Installation for the Adams County Public Works and Sheriff's Office located at 2550 Strasburg Mile Rd. Strasburg, CO.
2. **All RFP, Bid, Addendum or other documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.govbids.com/scripts/CO1/public/home1.asp>**
3. Final questions must be submitted no later than April 2, 2013 at noon to Jennifer Tierney Contract Administrator at jtierney@adcogov.org.
4. A final Addendum will be issued on April 4, 2013, to answer submitted questions.
5. Sealed bids for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 South Adams County Parkway, First Floor Conference Center, Brighton, Colorado, 80601, up to **2:00 P.M. April 11, 2013**. The bid opening time shall be according to our clock. Bids may be mailed, e-mailed or delivered in person, mailed and delivered bids but must be in a sealed envelope. No bids will be accepted after the time and date established above, except by written addenda. There will be no official opening of this bid, you may contact the purchasing agent to obtain results.
6. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
7. **SPECIAL INSTRUCTIONS**
 - 7.1. All bids must be signed.
 - 7.2. Whenever addenda(s) are required, they must be acknowledged on the bid form in the appropriate space so designated.
 - 7.3. Bids may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
 - 7.4. In submitting the bid, the vendor agrees that acceptance of any or all bids by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
 - 7.5. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

- 7.6. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 7.7. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Irrigation Design and Installation**
- 7.8. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 7.9. Bids must be furnished on the form as supplied by Adams County. Failure to bid on the form provided may be cause for rejection of the bid. Bids must be furnished exclusive of taxes. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 7.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 7.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 7.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 7.13. Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, telegram or facsimile machines are not acceptable.
- 7.14. Adams County is an Equal Opportunity Employer. Questions about this invitation shall be referred to Ms. Jennifer Tierney, Contract Administrator, who may be reached by E-mail at jtierney@adcogov.org

- 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.
 - 8.4.1. Each Occurrence \$1,000,000
 - 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

 - 8.5. The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 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 effected 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 response 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. 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. 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. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.
 - 8.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 8.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
 - 8.11. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 8.12. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
 - 8.13. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
 - 8.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
9. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any

County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

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

- 10.1. 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.
- 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 10.7. 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).

- 10.8. 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.
- 10.9. Adams County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

SCOPE OF WORK

11. General:

11.1. The Contractor shall design and install an irrigation system for the Adams County Public Works/Sheriff's Headquarters located at 2550 Strasburg Mile Rd. Strasburg, CO. A vicinity map is attached as exhibit "A." The system design shall accommodate double coverage. Prior to digging, the Contractor shall locate buried utility lines on each site. Existing water supply is a 2" stop and waste valve and a 2 Wilkins 720A PVB. All work shall be downstream of the existing water supply and backflow device. (water supply location is noted on the map). There will be no pre-bid for this project, it will be the responsibility of the contractor to familiarize themselves with the work location and working conditions of the area.

11.2. Design and Installation of the system shall consist of:

11.2.1 All main water lines shall be schedule 80 PVC (sized by design)

11.2.2 All zone valves shall have isolation ball valves upstream of the zone valve (sized by design).

11.2.3 All valve boxes and sprinkler heads shall match existing grades.

11.2.4 A standard quick coupler shall be installed as close as possible to the existing backflow device to facilitate blow out and shall be in a valve box.

11.2.5 A main line blow out valve shall be installed at the end of the main line.

11.2.6 Lateral lines can be either PVC or Poly pipe. Contractors shall price both.

11.2.7 All sprinkler heads shall be attached to the lateral lines with appropriate swing joints or flexible couplings as necessary.

- 11.2.8 All water lines shall be deep enough to accommodate adequate aeration.
- 11.2.9 Contractor shall be responsible for utility locations.
- 11.2.10 Contractor shall provide as-built drawings and owner's manuals. (3 copies of each).
- 11.2.11 Standard zone wiring shall be installed with NO splices.
- 11.2.12 All zone valve wiring connections shall be water resistant.
- 11.2.13 Contractor shall provide a 1 year warranty on parts and labor.
- 11.2.14 Adams County Facility Operations shall blow the system out in the fall.
- 11.2.15 Preferable equipment manufacturers, Hunter and Rainbird, specify brand type on bid sheet
- 11.2.16 Contractor shall supply owner with two additional sprinkler heads of each type and size used, additional nozzles, and one zone valve rebuild kit for each type and size used.
- 11.2.17 Owner shall remove existing sprinkler heads and abandon the mains and laterals in place.
- 11.2.18 Contractor shall complete the installation before May 15, 2013.
- 11.2.19 All trenching and damage to existing turf shall be repaired.
- 11.2.20 Owner shall inspect installation on a regular basis.
- 11.2.21 Watering times are generally 6:00 pm to 6:00 am. Nozzles should be sized to prevent excessive zone run times and to cut down on wind drift.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

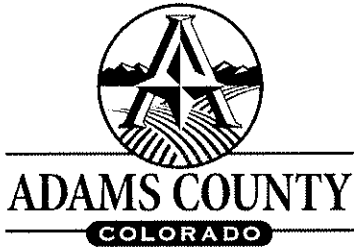
Date

Name (Print or Type)

Signature

Title

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



BID FORM
BID FOR WATER WELL DRILLING SERVICES FOR THE ADAMS COUNTY
FLATROCK TRAINING FACILITY

Bid Amount for Design, Installation with **PVC** lateral lines \$ _____

Written Bid Amount _____

Alternate Bid

Bid Amount for Design, Installation with **Poly Pipe** lateral lines \$ _____

Written Bid Amount _____



**BID FORM CONT
 BID FOR WATER WELL DRILLING SERVICES FOR THE ADAMS COUNTY
 FLATROCK TRAINING FACILITY**

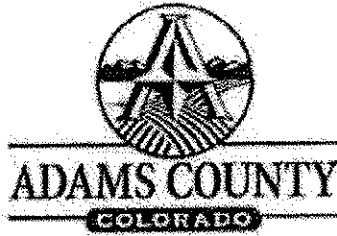
VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

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

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	



2013.061 BID FORM
BID FOR WATER WELL DRILLING SERVICES FOR THE ADAMS COUNTY
FLATROCK TRAINING FACILITY

Bid Amount for Design, Installation with PVC lateral lines \$ 13,700.⁰⁰

Written Bid Amount THIRTEEN Thousand SEVEN Hundred & ^{NO}/100

Alternate Bid
Bid Amount for Design, Installation with Poly Pipe lateral lines \$ 12,800.⁰⁰

Written Bid Amount TWELVE Thousand eight hundred and ^{NO}/100

Tables

2013.061

Irrigation System Design and Installation at
Strasburg Public Works/Sheriff's Office

Reference Information

Employee Experience with Employees
Résumés

Equipment List

	Reference Information	Contract Term Period	Total Contract Amount in Dollars	Type of Maintenance Service	Frequency of Services
Company Name	Colorado Studios	10-31-07 to 11-30-11 Repeat contract 2012	\$3500 - \$8500	Large complex with grounds maintenance, irrigation, mowing, trimming & pruning, trash/debris removal, snow removal	Weekly – as needed
Contact Name	Sam Marcus				
Title	Manager				
Address	2400 N. Ulster St. Denver, CO				
Telephone	(303)388-8500				
E-mail					
Company Name	Springwise FM, Inc	Continuous since 2007	\$40000.00 to \$65000.00 Per yr- various locations	Grounds keeping at commercial sites – irrigation, mowing, trimming & pruning, trash/debris removal, snow removal, graffiti removal, retainer wall construction/repair	Weekly – as needed
Contact Name	Dusty Herman				
Title	Manager-Vendor Relations				
Address	1822 South Bend Ave South Bend, IN 46637				
	(574)855-5501				
E-mail	dusty.herman@springwisefm.com				

Table 1 – Detail

State Of Colorado Division of Central Services

Steve Ziemann (303) 866-2637

For the State Of Colorado, we provide landscape mowing and trimming services to the Department of Revenue Building and Camp George West. These properties have regular turfed grounds, turf/native islands and medians in the parking lots and landscaped employee areas. In addition to our grounds maintenance for these properties, we also maintain and upgrade the irrigation systems. During winter months, when an accumulation of one inch or more of snow occurs we plow and evenly apply Ice Slicer to all drive lanes, parking spaces, and entrances. We also clear snow from all pedestrian surfaces including handicap ramps, stairwells, and sidewalks. Ice melt product is applied evenly to all pedestrian surfaces as required.

Trust Management Company

Jeff Kutzer (303)750-0994

For Professional Management Association provide weekly grounds maintenance services, trash and debris clean up for several properties, we also maintain and upgrade the irrigation systems and we provide snow removal services to over ten condominium complexes with at least 500 parking spaces each. The property has numerous medians, islands and traffic circles, community areas and park-like acreage that are mowed, pruned and trimmed weekly during the growing season. We also clear snow from all pedestrian surfaces including handicap ramps, stairwells, and sidewalks. Ice melt product is applied evenly to all pedestrian surfaces as required.

Table 2 - Employee Experience (Managers, Supervisors, Leads)

Employee Name	Number of years experience since 2001	Experienced With What type of Equipment	Received Training (Yes/No)	Position
Steve Butler	11	All mower equipment, CDL License, Dump Truck, Tractors and Bobcats, Wheel Loader, Snow Plow	Yes	President
Todd Rand	11	Certified operator for, Reach Fork, Fork Lift, Skid Loader, Mini Excavator, Scissor Lift and Boom Lift, All mowing equipment, Backhoe, Ag Tractor, Snow Plow.	Yes	Project Manager Sales Manager
Randy Dzaman	11	All mower equipment, Dump Truck, Tractors and Bobcats, Wheel Loader, Snow Plow	Yes	Weed & Field Manager Project Manager Contract Manager
Matt Butler	8	All mower equipment, Dump Truck, Tractors and Bobcats, Wheel Loader, Snow Plow, Pressure Washer, Debris Blower, ATV, Snow Blower, Snow Plow, Hopper Spreader	Yes	Maintenance Manager Project Manager Contract Manager
Isodoro Castillo	10	All models of mowers, turf equipment, blowers and sprayers	Yes	Foreman
Ron Loera	11 (9 with RTD)	Dump truck, tractors, ATV, all models of mowers, turf equipment, blowers and sprayers	Yes	Foreman
Jesus Ledezma	11	Trucks/trailers, tractors, bobcat, all mower and turf equipment, landscape construction	Yes	Foreman
Jesse Lechuga	3	All mowers and turf equipment, trucks/trailers, ATV	Yes	Foreman
George Kelly	4	Master Plumber, ASSE certified BFV, Pressure Washer, Debris Blower, ATV, Snow Blower, Snow Plow	Yes	Technician/Irrigation Foreman

Steven L. Butler

President

Entrepreneur- 1982 Started Grounds Service Company

Objectives

Continually striving to improve my business model – be innovative in all aspects of management, technology, environmental sustainability, efficiency, education and leadership.

Education

Arapahoe Community College

Business Management

Financial management

Leadership and business management CEU

Colorado Department of Agriculture

Herbicide application seminars

Horticulture/arborist seminars & training

Skills

- Welder
- Colorado CDL license
- LRT Safety Training Certification

Experience

President

GSCO Inc, dba Grounds Service Company 1988 to present

- Oversight of day to day operations for a 30+ employee company.
- Financial management - budget
- Tax, insurance and accounting decisions
- Equipment acquisition
- Sales and expansion business decisions
- Customer relations

Owner-Operator

Grounds Service Company 1982 to 1988

- Operate all forms of landscape maintenance, construction and snow removal equipment
- Project management
- Sales, customer service,
- A/R, A/P and marketing

Memberships

- CALCP- Colorado Association of Lawn Care Professionals
- Associated Landscape Construction of Colorado

Randy Dzaman

Operations Department Manager

Objectives

Provide efficient, cost-effective project management in day-to-day operations of GSCO, Inc.

Skills

- Carpenter
- Heavy equipment operator
- Strategic planning
- Sales/public relations
- LRT Safety Training Certification.

Experience

Ops Manager

GSCO Inc, dba Grounds Service Company

1988 to present

- Project manager for RTD Custodial, Snow Removal contracts
- Weed & Field manager
- Property Maintenance
- Contract manager

Journeyman carpenter- supervisor

Hensel Phelps, Morrison - Knudsen

1982 to 1988

- Highway construction projects – apprenticeship program
- High/low rise construction carpenter

Account Executive

T.V.Fanfare

1979 to 1982

- Sales representative – national publication grocery chains
- Inside/outside sales rep.

Helicopter Crew Chief

United States Army

1979 to 1982

- Honorable discharge
- Security Clearances
- Chief- supervisor for helicopter crew
- Helicopter maintenance and training

Memberships

- CALCP- Colorado Association of Lawn Care Professionals
 - Associated Landscape Construction of Colorado
-

COLORADO DEPARTMENT OF AGRICULTURE
1700 Kansas St., Suite 4000, Denver, CO 80202-3300

QUALIFIED SUPERVISOR

Expiration Date: **09/20/2014**

C. Number: **23677**

Name: **MATTHEW S. BUTLER**

is licensed, and therefore certified to purchase and use
pesticides and herbicides in these categories

CATEGORIES:



SIGNATURE

AGRICULTURE CATEGORIES:

- 101 Agriculture Weed Control
- 102 Agricultural Plant Disease Control
- 103 Agricultural Insect Control
- 104 Seed Treatment
- 105 Livestock Pest Control
- 106 Forest Pest Control
- 107 Pastureland Pest Control
- 108 Aquatic Pest Control
- 109 Industrial and Right-of-Way Weed Control
- 110 Public Health Pest Control
- 111 Research and Development
- 112 Natural Systems for Insect Control in Gardens

ORNAMENTAL CATEGORIES:

- 201 Insect Pest Control
- 202 Ornamental Plant Control

STRUCTURAL CATEGORIES:

- 301 Wood Degrading Organism Pest Control
- 302 Outdoor Vertebrate Control
- 303 Pesticides
- 304 Residential/Commercial Pest Control
- 305 Special Commercial Treatment
- 306 Wood Preservation and Wood Insect Treatment
- 307 Industrial Plant Pest Control
- 308 Pesticide Application