

**ADAMS COUNTY  
PURCHASE ORDER**

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

Vendor Address	Vendor and Shipping Information	Ship To Information
CONSERVE-A-WATT LIGHTING INC 720 VALLEJO STREET DENVER CO 80204	Phone: FAX: e-mail: Delivery:	ADAMS COUNTY FACILITY OPERATIONS ADMINISTRATION 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON CO 80601


BOCC Approved; Converting existing T-12 lighting to T-8 at the Justice Center.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	2	Lighting Upgrade-Justice Ctr  Purchase Order is being issued for the Lighting Upgrade at the County Justice Center located at 1100 Judicial Center Drive, Brighton, Colorado 80601 for the County Facilities Department. The Contractor is responsible for all labor and materials. All Contractors employees will have to pass CBI background check before starting any work. All services and work per the Contract#IFB2012.058 specifications. Coordinate all services with Mike Holub at 303.654.3327.		EA	0.0000	60,022.60	1071.7845	00002337
2	6	Change Order 1- Add'l Supplies  Change Order #1 being issued to allow payment for additional lighting supplies for the County Justice Center Lighting Upgrade Project, per the Contractors Quote#IFB2012.058, dated 07.16.12. Coordinate all services with Mike Holub at 720.641.6235.		EA	0.0000	5,518.70	1071.7845	00002422
3	7	Change Order 2- Add'l Supplies  Change Order #2 being issued to allow payment for additional lighting supplies for the County Justice Center Lighting Upgrade Project, per the Contractors invoice#1403029-01 dated 8/22/12 for #IFB2012.058. Coordinate all services with Mike Holub at 720.641.6235.		EA	0.0000	1,236.56	1071.7845	
4	8	Change Order 3 Add'l Services  Change Order#3 to increase the PO amount for \$7,293.40 to allow invoice payment for additional supplies and services, per emails dated 09.14.12 for Agmt#IFB2012.058. Coordinate all services with Mike Holub at 720.641.6235. Agreement and PO amounts is being changed from \$66,777.86 to \$74,071.26. HC		EA	0.0000	7,293.40	1071.7845	

Original

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 74,071.26
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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	 219519 CASTEEL, HEIDI M ADAMS COUNTY AUTHORIZED SIGNATURE
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## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

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

THIS AGREEMENT ("Agreement") is made this June 27<sup>th</sup> 2012, 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 **CONSERVE-A-WATT LIGHTING, INC.** located at 720 Vallejo Street, Denver, Colorado 8020, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. **SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached **IFB 2012.058** and the Contractor's response to IFB 2012.058 attached hereto as **Exhibit C**, and incorporated herein by reference. Should there be any discrepancy between **Exhibit C** 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 prices provided for in this Agreement.

**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, as referenced in **Exhibit C**.

2. **TERM:**

2.1. Term of Agreement: The initial term of this Agreement shall be for sixty (60) calendar days from the date of this Agreement effective date or issuance of the notice to proceed (NTP).

3. **PAYMENT AND PRICE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement as outlined in **Exhibit A** and the Contractor shall accept as full payment for those services, not to exceed amount of **Sixty thousand, twenty-two dollars and sixty cents (\$60,022.60)** for the term of the Agreement.

A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. 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.

4. **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.**
  
5. **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.
  
6. **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.

7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |                          |             |
|--------------------------|-------------|
| 7.1.1. Each Occurrence   | \$1,000,000 |
| 7.1.2. General Aggregate | \$2,000,000 |
- 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |                                      |                             |
|--------------------------------------|-----------------------------|
| 7.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 7.2.2. Personal Injury Protection    | Per Colorado Statutes       |
- 7.3. Workers' Compensation Insurance: Per Colorado Statutes
- 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- |                        |             |
|------------------------|-------------|
| 7.4.1. Each Occurrence | \$1,000,000 |
|------------------------|-------------|
- 7.4.2. 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.
- 7.5. 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:
- 7.5.1. 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.
- 7.5.2. 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.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.6. 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.

- 7.7. 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.
- 7.8. 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.

8. **TERMINATION:**

- 8.1. 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.
- 8.2. 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.

9. **MUTUAL UNDERSTANDINGS:**

- 9.1. 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.
- 9.2. 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. 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) when exposed to or provided with any data or records under this Agreement that are considered to be “Protected Health Information.”
- 9.3. 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.

- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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 a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Mike Holub, Project Manager  
 Facilities Operations Department  
 1<sup>st</sup> Floor, Suite C1700  
 4430 South Adams County Pkwy  
 Brighton, Colorado 80601  
 Office: 303.654.3327  
[mholub@adcogov.org](mailto:mholub@adcogov.org)

and Purchasing Department, Manager  
 4430 South Adams County Pkwy  
 4<sup>th</sup> Floor  
 4430 South Adams County Pkwy  
 Brighton, Colorado 80601

and Adams County Attorney's Office  
 4430 South Adams County Pkwy  
 Brighton, Colorado 80601

**Contractor:**

Matthew Grezeszak, Lighting Specialist  
 Conserve-A-Watt Lighting, Inc.  
 720 Vallejo Street  
 Denver, Colorado 80204  
 Phone: 303.629-0066  
 Fax: 303.720.226.5768  
[matt@cawlighting.com](mailto:matt@cawlighting.com)

and Jerry Dickerson, Controller  
 Conserve-A-Watt Lighting, Inc.  
 720 Vallejo Street  
 Denver, Colorado 80204  
 303.529.0066  
 303.720.226.5768  
[jerry@cawlighting.com](mailto:jerry@cawlighting.com)

- 9.8. 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.

- 9.9. 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.
- 9.10. 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.

**10. CHANGE ORDERS OR EXTENSIONS:**

- 10.1. 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.
- 10.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.



- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
  - 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
  - 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
12. All signature pages that were required for IFB 2012.058 are reference under **Exhibit B** as items 1 through 4.

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**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

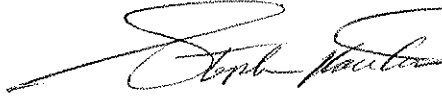
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:**

CONSERVE-A-WATT LIGHTING, INC.

STEVE KAUTIATNAS  
Authorized Name (Print or Type)

6/22/12  
Date

  
Signature

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.

Signature Page

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

CONTRACTOR  
CONSERVE-A-WATT LIGHTING, INC.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

By: STEVE KAVATHAS  
Name (Print or Type)

By: [Signature]  
Chair Signature

[Signature]  
Authorized Signature

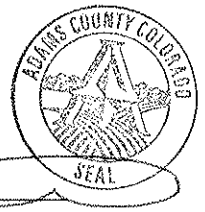
Date: 6-27-12

President  
Title

Date: 6/27/12

ATTEST:  
Karen Long  
Clerk and Recorder

[Signature]  
Deputy Clerk Signature



APPROVED AS TO FORM:  
Adams County Attorney's Office

By: [Signature]  
Attorney Signature

Signed and sworn to before me on this 22 day of JUNE, 2012

by [Signature]  
Notary Public  
**GERARD DICKINSON**  
NOTARY PUBLIC, STATE OF COLORADO

My commission expires on: JANUARY 16, 2013

**EXHIBIT A**  
**PRICE SCHEDULE**

The contractor is responsible for all labor, supplies and materials to perform the services as identified in the scope of work. Contractors price as detailed below shall be firm through the entire term of the awarded agreement.

<u>Item</u>	<u>Description</u>	<u>Lump Sum</u>
1	Provide all labor and material for the lighting upgrade of Adams County Justice Center located at 1100 Judicial Center Drive, Brighton, Co 80601	<b>\$ <u>60,022.60</u></b>

2.	<b>Fixtures</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>
	4' Fixtures with 3 lamps (1 emergency lamp; 1 regular lamp)	105 each	\$ <u>53.92</u>
	4' Fixtures with 3 lamps (2 converted to T-8's)	596 each	\$ <u>38.44</u>
	4' Fixtures with 2 lamps (3 fixtures converted to T-8's)	535 each	\$ <u>32.07</u>
	4' Fixtures with 1 lamp	6 each	\$ <u>30.35</u>
	U-tube Fixtures (95 have been upgraded to T-8's, 397 net)	492 each	\$ <u>38.37</u>
	8' Fixtures with 2 lamps	7 each	\$ <u>59.53</u>

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**EXHIBIT A1**  
**PRICE SCHEDULE**  
 Product Specification Sheet with Rebate Information



Quotation #: IFB 2012.058

Date: 10 April 2012

Bill To:
ADAMS COUNTY JUSTICE CENTER 1100 JUDICIAL CENTER DRIVE BRIGHTON, COLORADO 80601
ATTN: HEIDI CASTEEL

Ship To:
SAME

Your Reference Number	Our Reference Number	Sales Representative
IFB 2012.058	IFB 2012.058	MATT GREZESZAK

QTY	Item Description	Unit Price	Total
106	B132IUNV-EL (LOW BALLAST FACTOR)	\$ 12.50	\$ 1,325.00
1127	B232IUNV-EL (LOW BALLAST FACTOR)	\$ 10.87	\$ 12,250.49
601	B332IUNV-EL (LOW BALLAST FACTOR)	\$ 13.89	\$ 8,347.89
7	B432IUNV-EL (LOW BALLAST FACTOR)	\$ 14.13	\$ 98.91
3207	F32T8/ADV835/EW ALTO 28W	\$ 2.65	\$ 8,498.55
984	FB32T8/TL735/6 ALTO	\$ 5.80	\$ 5,707.20
7	8' RETRO-FIT KIT (CONVERTING TO 4' 4-LAMP)	\$ 17.15	\$ 120.05
1	RECYCLING OF OLD LAMPS AND BALLAST	\$ 2,871.75	\$ 2,871.75
1	Misc Expenses (Storage-Permits-Bond Cost)	\$ 3,834.76	\$ 3,834.76
0		\$ -	\$ -
0		\$ -	\$ -
0		\$ -	\$ -
0		\$ -	\$ -
0		\$ -	\$ -

**Conserve-A-Watt Lighting**  
 720 Vallejo Street  
 Denver, Colorado 80204  
 303-629-8066  
 fax 303-893-3315

<b>Subtotal</b>	\$ 43,054.60
<b>Installation</b>	\$ 26,193.00
<b>Equipment</b>	\$ -
<b>Tax - 0.00%</b>	\$ -
<b>SUBTOTAL</b>	\$ 69,247.60
<b>EST. REBATE</b>	\$ 9,225.00
<b>Project Total</b>	\$ 60,022.60

**EXHIBIT B**  
(Attached documents)

1. Addendum One, dated April 18, 2012
2. Drawing:  
**Title:** Adams County Justice Center Phase Lighting Upgrade , pgs. 21-29  
**Date:** 2 Mar 2012
3. Contractor's Signed Certification of Compliance for IFB 2012.058, dated April 30, 2012
4. Vendor's Statement/Signature Page/Addendums Acknowledgement for IFB 2012.058, dated April 30, 2012

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**EXHIBIT B-1**

**ADDENDUM OF SOLICITATION**

**SOLICITATION NUMBER:** 2012-058  
**SOLICITATION DATE:** March 30, 2012  
**DESCRIPTION:** Lighting Upgrade Services-Adams County Justice Center  
**ADDENDUM NUMBER:** **One (1)**  
**ADDENDUM DATE:** April 18, 2012

**The hour and date specified for receipt of IFB 2012-058[ ] is [X] is not extended to the following new hour and date:**

The above-numbered solicitation is amended as set forth below. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the bid submitted. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BID PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID.** If by virtue of this addendum you desire to change a bid already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

**DESCRIPTION OF ADDENDUM:**

- A. This Addendum is issued to provide the attached copies of the following:
  - 1. Minutes of Pre-Bid Conference meeting held on Saturday, April 7, 2012.
  - 2. List of attendees at the Pre-Bid Conference held on Saturday, April 7, 2012.
  - 3. List of Plan Holders
  
- B. This Addendum is issued to remove language from the solicitation **SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK, Section I, Letter B- Project Description, Paragraph 3.** The first sentence is being removed in its entirety and now reads as:
 

**One (1) set of the construction drawings and specifications is included at the end of the solicitation.**
  
- C. This Addendum is issued to correct language in the solicitation **SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK, Section I- Letter O – Contractors Qualifications,** the paragraph is being removed in its entirety and now reads as:
 

**Bidder must be licensed to perform work in State of Colorado.**
  
- D. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
 (Signature/Date)

\_\_\_\_\_  
 (Name and Title)

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Address)

cc: IFB 2012-058

**PRE-BID CONFERENCE MEETING**  
IFB 2012-058  
Lighting Upgrade Services-Adams County Justice Center  
04/07/2012 at 10:00 a.m.

**INTRODUCTION:** (H. Casteel)

Good morning, my name is Heidi Casteel; today is Saturday, April 7, 2012 time is 10:00 a.m. We are here today for a Pre-Bid Conference meeting for IFB 2012-058 Lighting Upgrade Services-Adams County Justice Center.

The meeting today is to assist you in preparing your bid, answer questions you might have and for any clarifications of IFB 2012-058 solicitation. Nothing at this conference today will change the terms of the IFB unless a subsequent addendum is issued. A summary of the conference minute meetings today will be uploaded on Rocky Mountain E-Procurement website and emailed to each of you in attendance today to include a copy of the plan holders list.

**Introduced Adams County Representatives attending:**

Mike Holub, Project Manager, Facilities, 303.654.3327

H. Casteel, Purchasing Services 720.523.6053

**REVIEW OF RFP AND CONTRACT** (H. Casteel)

At this time, I would like to go over sections of the solicitation that are important and must be returned with your submitted bid.

If you have a copy of the solicitation with you today I will identify the page numbers and the sections for easy following, and if you haven't downloaded a copy of the solicitation, you can obtain a copy of the solicitation via the Copy website at [www.RockyMountainBidSystem.com](http://www.RockyMountainBidSystem.com).

The IFB is due on Tuesday, May 1, 2012 at 2:00 p.m. All bids must be received before or by 2:00 p.m. at 4430 South Adams County Parkway on the 4<sup>th</sup> floor. No bids will be accepted after 2:00 p.m.

*Specifications pages 1-14:* (Mike Holub): Please review the specifications again. If you have any questions, please reduce them to writing and fax all questions to the attention of H. Casteel at (720) 523-6058, by: 4:00 p.m. on Wednesday April 11, 2012.

*Attachment One, page 16,* Bid Form, please use this form to submit your bid pricing, we are asking for a lump sum and a unit cost for the six (6) types of light fixtures with estimated quantity identified on the bid form to allow the County to order extra fixtures, if necessary.

*Attachment Two, page 18,* Contractor's Certification of Compliance please review, sign, date and include this page with your bid.

*Attachment Two, page 17,* Solicitation/Vendor Statement, please review, sign, date and include these pages with your bid. Also, in this section is where you would acknowledge any amendment(s) to the solicitation. By signing this page will acknowledge your agreement to honor your submitted bid cost until we make final award and will also become a part of the agreement between the awarded contractor and Adams County.



Page 4:

- **Letter E: MATERIAL PRODUCT APPROVAL (OR-EQUAL)**

Request for "Or-Equal" approval must be submitted no later than ten (10) calendar days prior to bid opening. Request for "Or-Equal" Approval forms are attached to the back of this solicitation Delivery and Performance.

- **LIQUIDATED DAMAGES**

Liquidated damages will not be applied to the project. The Bidder agrees that time is of the essence in the performance of this service. If the Bidder is delayed for any reason beyond its control, the Bidder 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. All decisions of the Project Manager are at his/her complete discretion and will be final.

Any liquidated damages not assessed as such under this section shall not relieve the Bidder 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 Bidder to complete the work according to the agreed time.

- Bonding Requirements- 5% bid bond is required with your bid submittal. After award a 100% performance bond and payment bond will be required before you begin any work.
- The agreement term is for sixty (60) calendar days from the date on issuance of the notice to proceed (NTP).

- OSA Requirement

- **TAXES**

The County is exempt from State of Colorado, RTD, and Cultural District sales and use taxes. It is understood that the Bid Price shall not include these taxes. Exemption certificates and numbers are available at the Finance Office of the County.

- **LICENSES, FEES, AND PERMITS**

All required fees and permits and services of inspection authorities shall be obtained by the Bidder. The County is responsible for paying the permit fees where applicable. The Bidder shall cooperate fully with local utility companies with respect to their services.

- **WARRANTY**

All electrical work and all items of equipment and materials shall be guaranteed for a period of one (1) year from the date of final inspections and acceptance of the work. The bidder shall be notified in writing of any defective items and shall repair or replace such items promptly without cost to the County

- Letter "O". **CONTRACTORS QUALIFICATIONS**

Bidder must be licensed to perform work in Adams County is being corrected to as: **Bidder must be licensed to perform work in State of Colorado.**

- **HOURS OF WORK**

The County normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. This project will require the Bidder to **work after hours** due to type of business provided at the County Justice Center. Access to the work site will be restricted to these hours and days. Request for work during other than normal hours must be coordinated and in advance by the Purchasing Department Manager.

- **BASIS OF AWARD**

Award will be made to the responsive, responsible bidder who submits the lowest reasonably price bid. Adams County Board of Commissioners reserves the right not to award bids to the lowest and most responsive and responsible bidder and may require new bids.

**Attachments:**

- Sample Bonds
- W-9
- Reference Form

Thank you for your attention: and at this time, I would like to open the floor for questions:

**QUESTIONS AND ANSWERS**

Q. Can we get a copy of the lighting schedule?

R. **Yes, see attachment at the end of this document. Please add the schedule with your drawings for reference and submitting your bid.**

Q. Does the County have a way to provide a recycle container for the disposal of the light fixtures?

R. **No, light fixtures are being recycled. Light bulbs and ballast will have to be handled in accordance with the existing regulations regarding disposal of these items. The Contractor is responsible for this.**

Q. The specifications indicate that the project will be completed in two phases, is this correct?

R. **No, the project will not be completed in two phase, this statement will be removed from the specifications.**

Q. Can the original drawings be provided for this project?

R. **The original drawing are what is in the specifications for this project. Full size documents are available at the job site for the awarded contractor.**

Q. Can CAD drawing be provided for this project?

R. **Cadd Drawings are not available.**

Q. Will there be a place to store materials and supplies?

R. **Storage of equipment and supplies will be available. The awarded Contractor must supply a storage container for their materials.**

Q. Will a ladder be required?

R. **Ladders will be required. Most work can be done from 6' – 8' ladders. Courtroom ceilings are 13' 4' high. 10' ladders will fit in our elevators, anything taller must be carried up/down the stairs.**

- Q. Will the building be open to allow access into the building after hours?  
R. **Card keys and keys will be issued to the awarded Contractor for after hour's access. The Contractor will be responsible for the safe keeping of the cards and keys and must accept the responsibility, if they lose them.**
- Q. Will permits be required for this project?  
R. **The City of Brighton is requiring a permit for this job.**
- Q. What are the lighting burn hour's requirements?  
R. **The building occupancy is from 0730 – 1700 hrs, Monday – Friday.**
- Q. The specifications talks about a rebate, who get this rebate?  
R. **The rebate from United Power goes to the Adams County.**
- Q. Will be provided the names of the individuals in attendance today.  
R. **Yes, the names of all attendees will be a part of the Addendum. See Attendee List at the end of this document.**

The remainder of this page left blank intentionally

## ATTENDEE LIST

Mr. Ryan Weigel, Vice President  
Lights On  
5485 Marion Street  
Denver, Colorado  
303.657.1000  
[ryan@lightsonofcolorado.com](mailto:ryan@lightsonofcolorado.com)

Mr. Joseph Brooks, Vice President  
General Contractor  
JC Brooks & CO, Inc.  
PO Box 1424  
Arvada, CO 80001-1424  
303.428.5299  
[jbrooks@jcbrooks.com](mailto:jbrooks@jcbrooks.com)

Mr. Samuel Gluck  
Electrical Department Manager  
Frontier Mechanical Inc.  
2771 W. Mansfield Avenue  
Englewood, CO 80110  
[sgluck@frontiermech.net](mailto:sgluck@frontiermech.net)

Mr. Jerry Dickinson, Controller  
Conserve-A-Watt Lighting, Inc.  
720 Vallejo  
Denver, CO 80204  
303.629.0066

Mr. Matt Grezeszak  
Sales/Lighting Specialist  
Conserve-A-Watt Lighting, Inc.  
720 Vallejo  
Denver, CO 80204  
303.629.0066

Mr. Jim King, President  
JK Electric  
2416 Emerson Street  
Denver, Colorado 80205  
303.775.0832  
[jim@bestdeenelectrigan.com](mailto:jim@bestdeenelectrigan.com)

Mr. Joe Morton, President  
MORTON Electric, Inc.  
1049 Meadows Lane  
Pueblo, Colorado 81006  
719.948.3097  
[joe@morton-electric.com](mailto:joe@morton-electric.com)

**ATTENDEE LIST** continued

Ms. Kristina Kriesche  
Estimating Estimator  
Sturgeon Electric Company, Inc.  
12150 East 112<sup>th</sup> Avenue  
Henderson, Colorado 80640  
303.286.8000  
[kkriesche@myrgroup.com](mailto:kkriesche@myrgroup.com)

Mr. Brent Eggers  
Contracting  
EGGERS Electric  
3520 W. Eisenhower Blvd.  
Loveland, Colorado 80537  
970.669.1883  
[eggers@eggerselectric.com](mailto:eggers@eggerselectric.com)

Mr. Dale Romero  
Mayan Construction Service, LLC  
PO Box 351269  
Westminster, Colorado 80035  
303.466.2826  
[daleromero@comcast.net](mailto:daleromero@comcast.net)

The remainder of this page left blank intentionally

**PLANHOLDERS**  
**Date Printed: 4/19/2012**

Company Name (links show company information)	City	State
<a href="#">Norment Security Group</a>	Montgomery	AL
<a href="#">Starled Inc</a>	Carson	CA
<a href="#">J. C. Brooks &amp; Co., Inc.</a>	Arvada	CO
<a href="#">W.L. Contractors, Inc.</a>	Arvada	CO
<a href="#">P.A. Builders Inc</a>	Arvada	CO
<a href="#">Select Building Services</a>	Arvada	CO
<a href="#">Wagner Equipment Co</a>	Aurora	CO
<a href="#">SoGoGreenLLC</a>	Aurora	CO
<a href="#">Mountain Wireless Construction, Inc.</a>	Aurora	CO
<a href="#">HTS Electric</a>	Berthoud	CO
<a href="#">Burke Builders LLC.</a>	Boulder	CO
<a href="#">Integrated Traffic, LLC</a>	Broomfield	CO
<a href="#">RDS Environmental</a>	Broomfield	CO
<a href="#">FacilityLogic Inc.</a>	Broomfield	CO
<a href="#">GE Johnson Construction Company</a>	Colorado Springs	CO
<a href="#">wilson electric</a>	colorado springs	CO
<a href="#">S-Square Tube Products</a>	Commerce City	CO
<a href="#">CONSERVE-A-WATT LIGHTING</a>	DENVER	CO
<a href="#">PCL Construction Services, Inc.</a>	Denver	CO
<a href="#">Consolidated Electrical Distributors, Inc</a>	Denver	CO
<a href="#">Northglenn Winlectric</a>	Denver	CO
<a href="#">Lights On of Colorado</a>	Denver	CO
<a href="#">Blue Line Building Services, Inc</a>	Denver	CO
<a href="#">All City Building Maintenance LLC</a>	Denver	CO
<a href="#">GEI Electric, Inc.</a>	Denver	CO
<a href="#">FSG Electric</a>	Denver	CO
<a href="#">YESCO, LLC</a>	Denver	CO
<a href="#">AT Security Service</a>	Denver	CO
<a href="#">JK Electric</a>	Denver	CO
<a href="#">KiBo Construction Co.</a>	Denver	CO
<a href="#">christopher reum</a>	Denver	CO
<a href="#">DCM Construction Management</a>	Divide	CO
<a href="#">Sun Valley Electric Inc.</a>	Elizabeth	CO
<a href="#">W.O. Danielson Construction Co., Ltd.</a>	Englewood	CO
<a href="#">Frontier Mechanical Inc.</a>	Englewood	CO
<a href="#">RMRM BUSINESS ENVIRONMENTS</a>	ENGLEWOOD	CO
<a href="#">All Utility Ltd.</a>	Englewood	CO
<a href="#">E2 Optics, LLC</a>	Englewood	CO
<a href="#">Thunderpup Construction</a>	Fort Collins	CO
<a href="#">Risk Removal</a>	Fort Collins	CO
<a href="#">LFI</a>	Glenwood Springs	CO
<a href="#">Three Sixty Engineering, Inc.</a>	Golden	CO
<a href="#">Reliable Supply</a>	Grand Junction	CO
<a href="#">Simmons Electric</a>	Greeley	CO

PLANHOLDERS continued

Date Printed: 4/19/2012

<b>Company Name (links show company information)</b>	<b>City</b>	<b>State</b>
<a href="#">SaundersMEP</a>	Greenwood Village	CO
<a href="#">Sturgeon Electric Company, Inc.</a>	Henderson	CO
<a href="#">Cator, Ruma &amp; Associates, Co.</a>	Lakewood	CO
<a href="#">Eaton's EMC Engineers</a>	Lakewood	CO
<a href="#">Sun Construction &amp; Design Services, Inc.</a>	Longmont	CO
<a href="#">Rhinotrax Construction</a>	Longmont	CO
<a href="#">Core Electric Inc.</a>	Louisville	CO
<a href="#">egggers electric inc</a>	loveland	CO
<a href="#">C &amp; R Electrical Contractors</a>	Northglenn	CO
<a href="#">All Reach Property Lighting</a>	Northglenn	CO
<a href="#">Morton Electric Inc</a>	pueblo	CO
<a href="#">Ancora Secure</a>	Rye	CO
<a href="#">Shocker Electric</a>	Thornton	CO
<a href="#">J.P.Jaquez Concrete, LLC</a>	Thornton	CO
<a href="#">Redwing Electric Inc.</a>	Trinidad	CO
<a href="#">Eastern Plains Electric LLC</a>	Watkins	CO
<a href="#">Northern Electric, Inc.</a>	Westminster	CO
<a href="#">Design Build Concepts Inc.</a>	Westminster	CO
<a href="#">Mayan Construction Services, LLC</a>	Westminster,	CO
<a href="#">Caberra Systems Inc.</a>	Wiggins	CO
<a href="#">ProConn Power, Inc.</a>	Canton	CT
<a href="#">GreMark Consultancy, Inc.</a>	Willimantic	CT
<a href="#">Energy &amp; Environment LLC</a>	Atlanta	GA
<a href="#">FPD Power Development</a>	Minneapolis	MN
<a href="#">Durba Construction</a>	Paramus	NY

# EXHIBITS B2 DRAWINGS


**NOTE: The Drawings Titles on pages 21-29 are being changed to read as:**  
**Adams County Justice Center**  
**Phase 1 - Lighting Upgrade**  
**1100 Judicial Center Drive**  
**Brighton, Co 80601**

LUMINAIRE SCHEDULE						
NO.	DESCRIPTION	QUANTITY	UNIT	DATE	BY	REVISIONS
1	1' x 4' RECESSED FLUORESCENT LIGHT FIXTURE WITH 2 x 32W T8 BULBS	24	EA	08/01/01	JAS	
2	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
3	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
4	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
5	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
6	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
7	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
8	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
9	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
10	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	

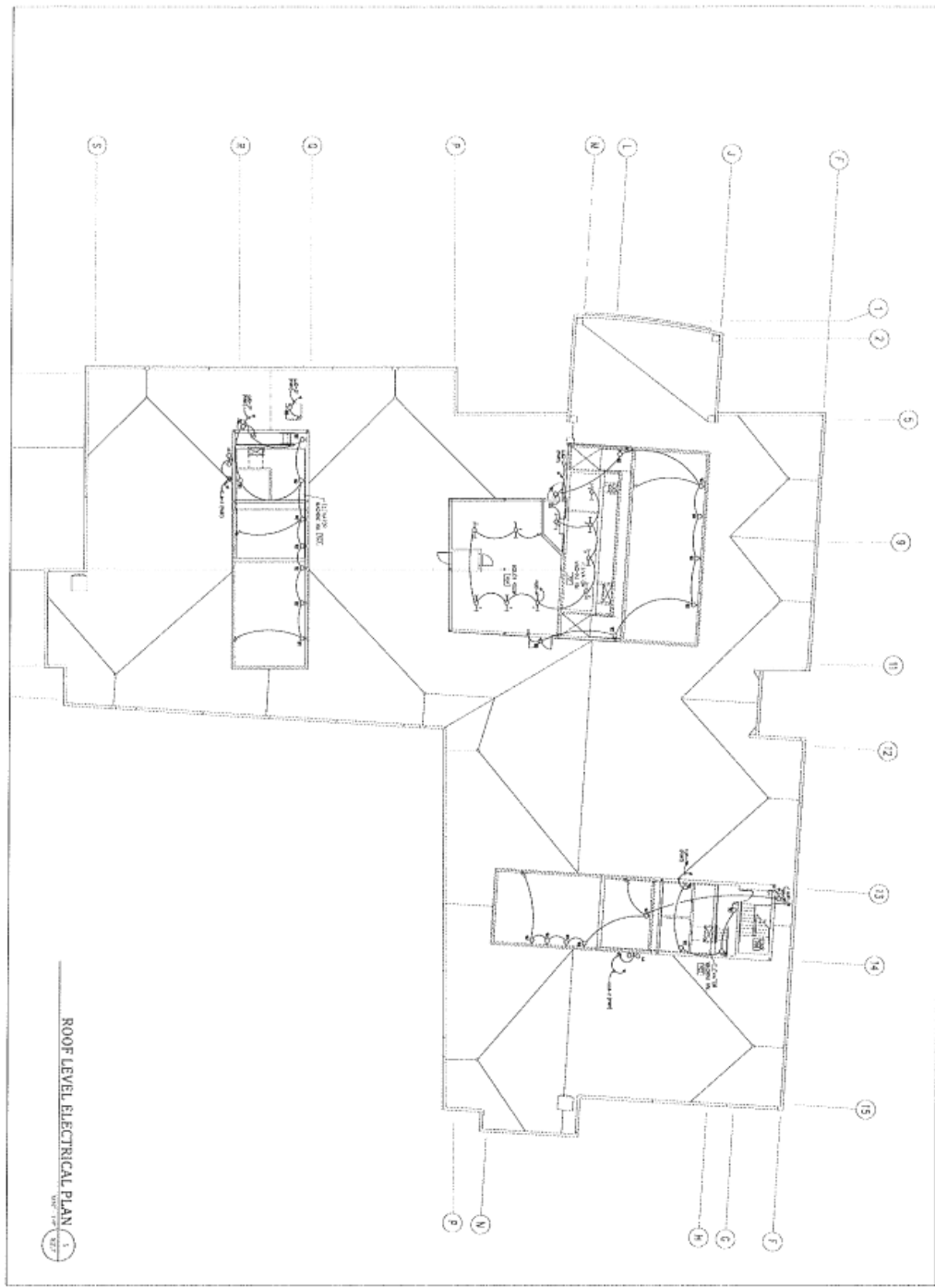
LUMINAIRE SCHEDULE - CONTINUED						
NO.	DESCRIPTION	QUANTITY	UNIT	DATE	BY	REVISIONS
11	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
12	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
13	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
14	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
15	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
16	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
17	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
18	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
19	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	
20	4' x 8' RECESSED FLUORESCENT LIGHT FIXTURE WITH 4 x 32W T8 BULBS	12	EA	08/01/01	JAS	

**NOTES TO ELECTRICAL CONTRACTOR:**

1. TO BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE CODES.
2. ALL WORK SHALL BE SUBJECT TO THE APPROVAL AND SUPERVISION OF THE LOCAL ELECTRICAL INSPECTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT SCHEDULE.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL AREAS AT ALL TIMES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

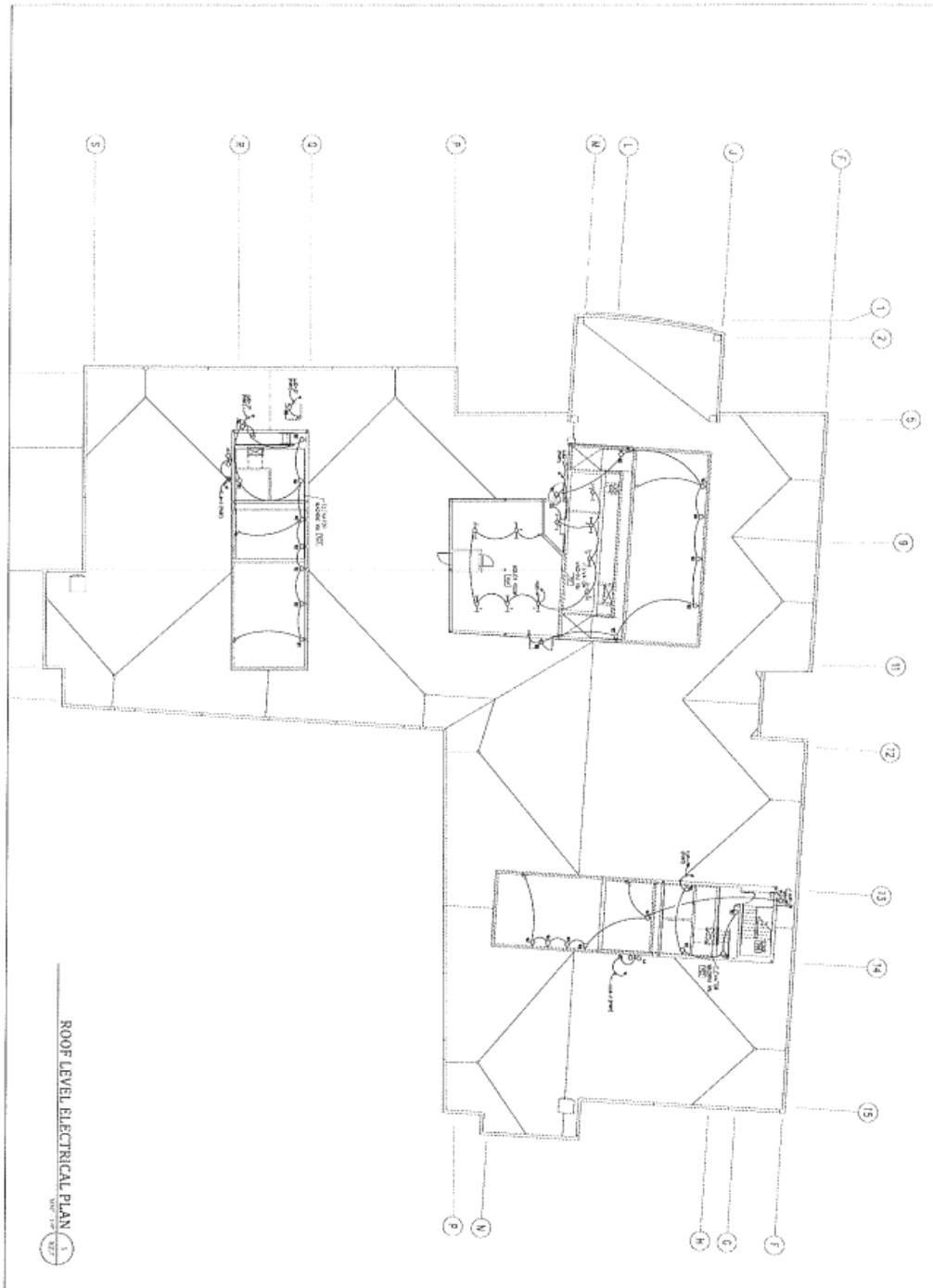
	<p><b>ADAMS COUNTY JUSTICE CENTER</b>  <b>PHASE I - RELIGHT</b>          19300 BROMLEY LANE          BRIGHTON, CO 80601</p>	<p>DATE: _____          BY: _____          CHECKED BY: _____</p>
<p>DATE: _____          BY: _____          CHECKED BY: _____</p>	<p>REVISIONS: _____</p>	<p>DATE: _____          BY: _____          CHECKED BY: _____</p>
<p>DATE: _____          BY: _____          CHECKED BY: _____</p>	<p>DATE: _____          BY: _____          CHECKED BY: _____</p>	<p>DATE: _____          BY: _____          CHECKED BY: _____</p>



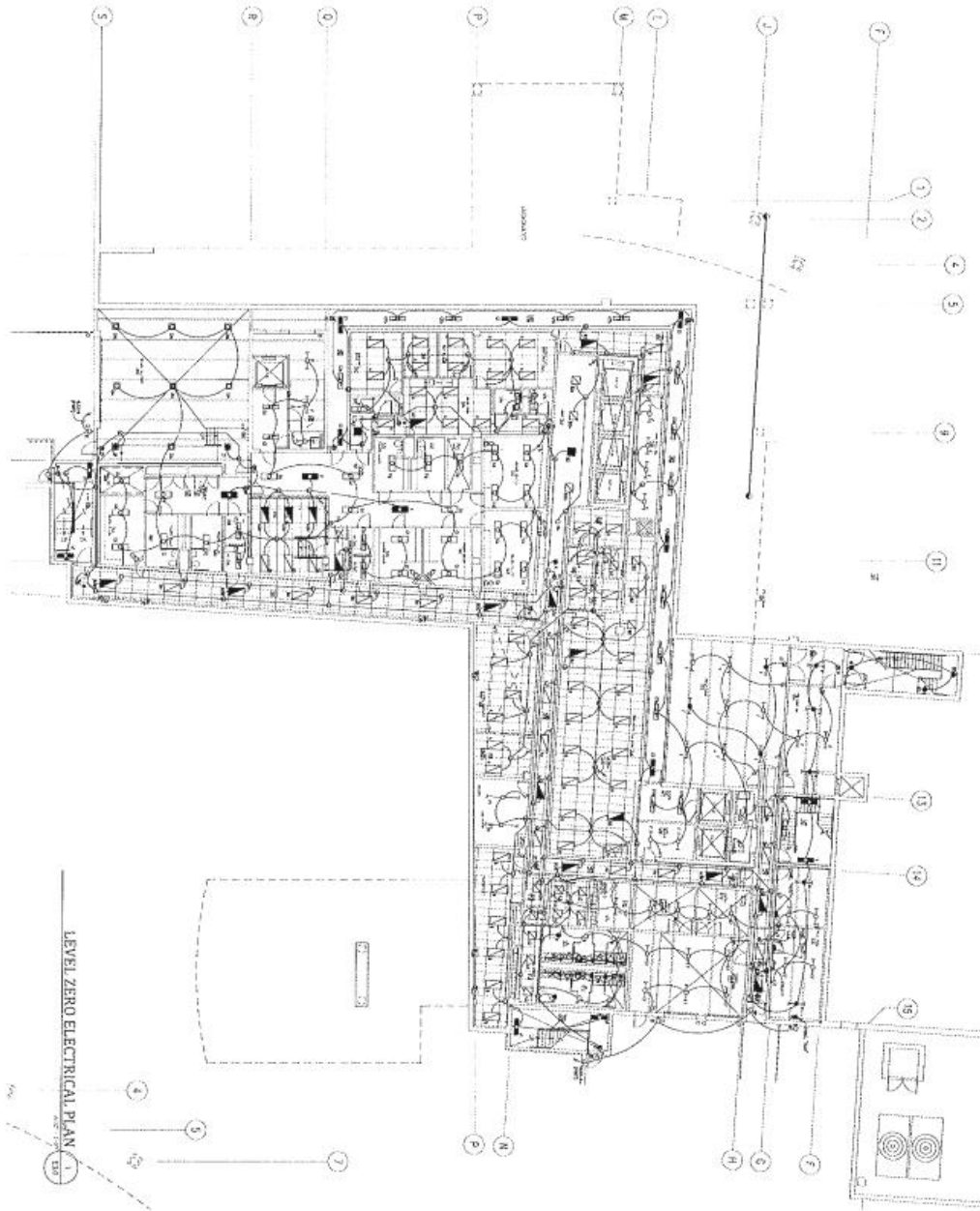


ROOF LEVEL ELECTRICAL PLAN


<p>STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY BRIGHTON, COLORADO</p>	<b>ADAMS COUNTY JUSTICE CENTER</b> <b>PHASE I - RELIGHT</b>		<p>19300 BROMLEY LANE          BRIGHTON, CO 80601</p>
	<p>DATE: _____          DRAWN BY: _____          CHECKED BY: _____          PROJECT NO.: _____</p>		
<p>SHEET TITLE: _____          SHEET NO.: _____          TOTAL SHEETS: _____</p>			
<p><b>E2.7</b></p>			

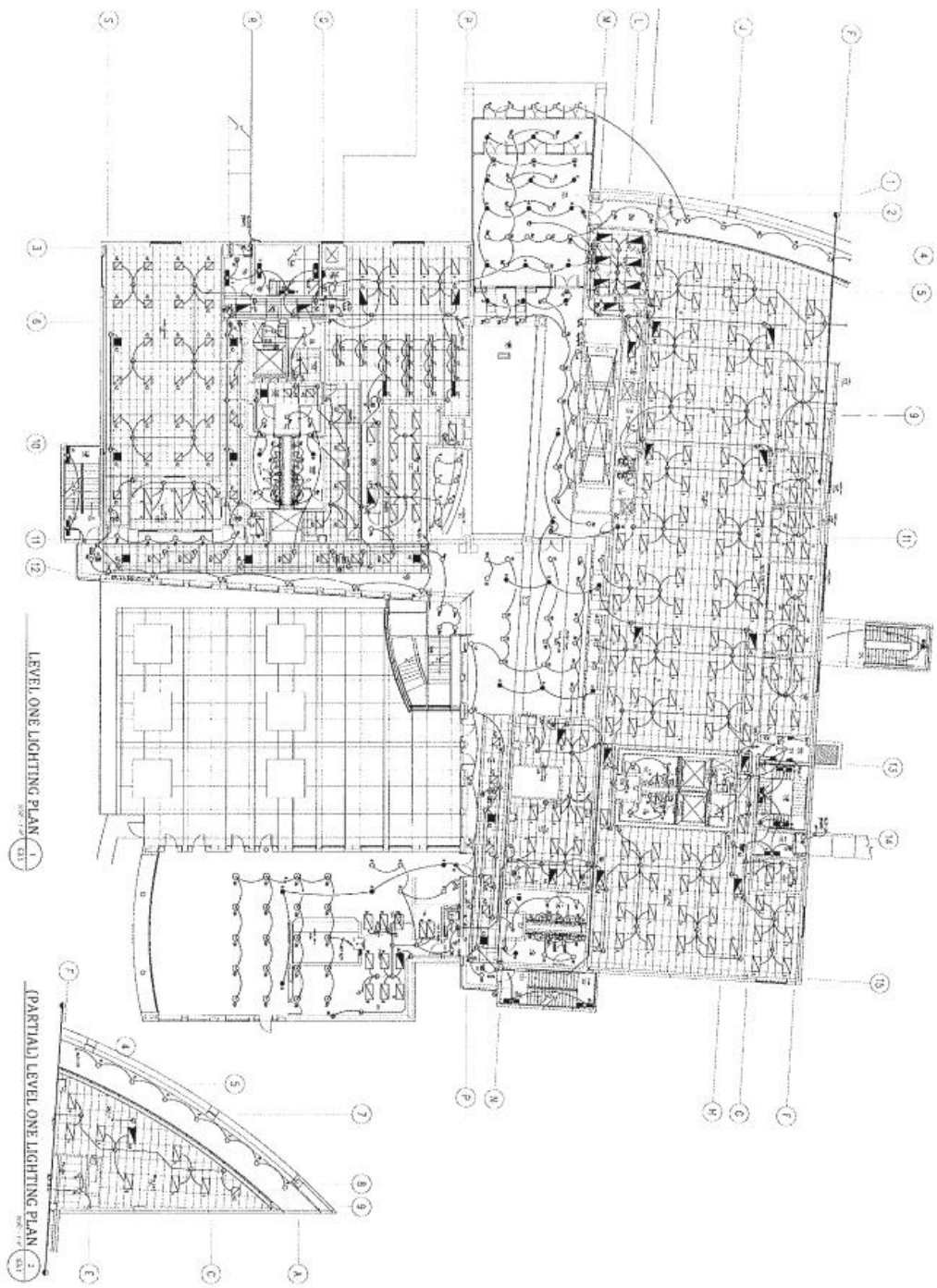


<p>STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY BRIGHTON, COLORADO</p>	<b>ADAMS COUNTY JUSTICE CENTER</b> <b>PHASE I - RELIGHT</b>		<p>19300 BROMLEY LANE          BRIGHTON, CO 80601</p>
	<p>DATE: _____          DRAWN BY: _____          CHECKED BY: _____          PROJECT NO.: _____          SHEET NO.: _____</p>		

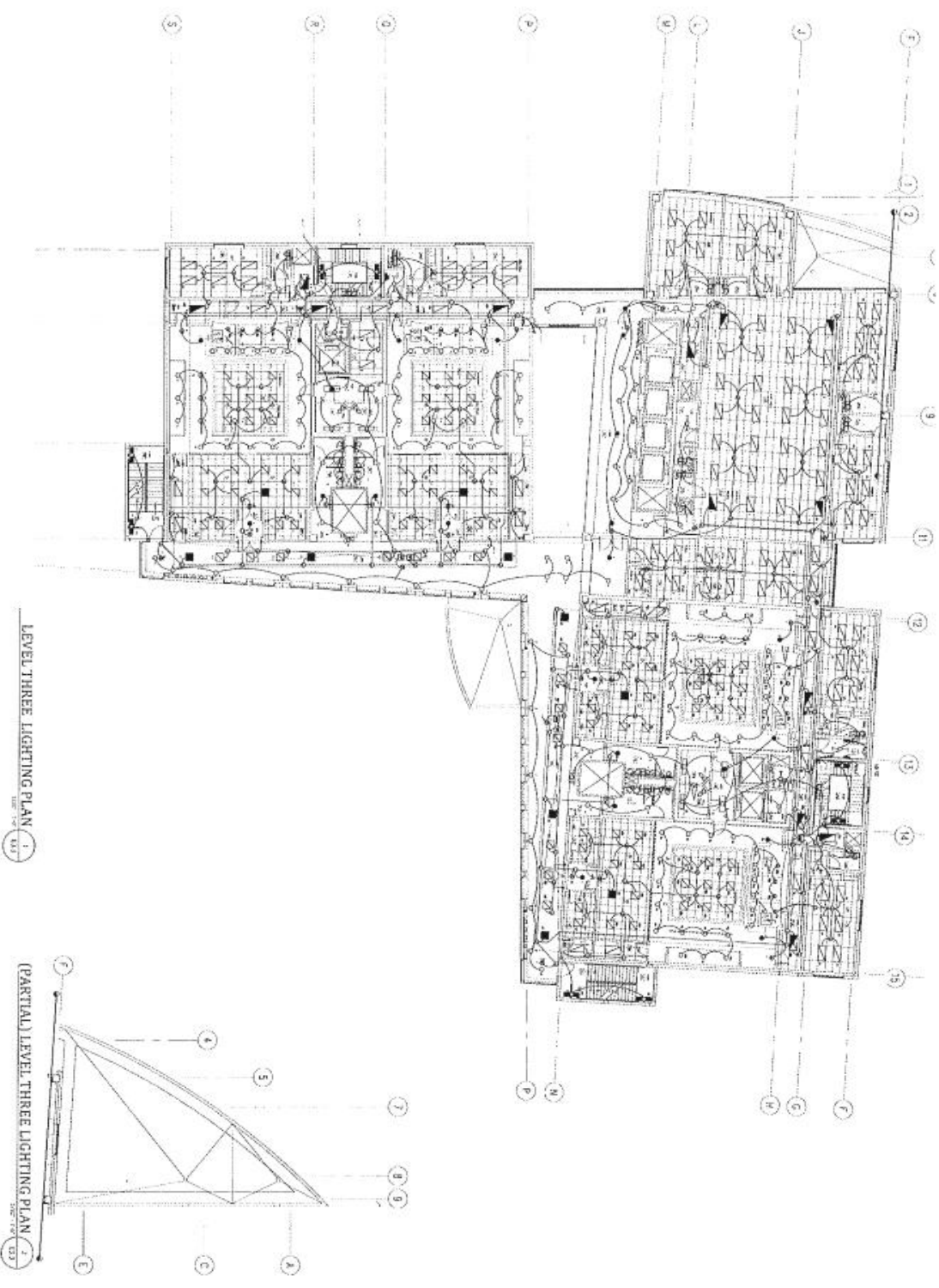


LEVEL ZERO ELECTRICAL PLAN

<b>E3.0</b> <small>REV. 11/11/11</small>	<b>ELECTRICAL          LIGHTING PLAN</b> <small>DATE: 11/11/11          DRAWN BY: [Name]</small>	<b>ADAMS COUNTY JUSTICE CENTER          PHASE I - RELIGHT</b> 19300 BROMLEY LANE BRIGHTON, CO 80601	
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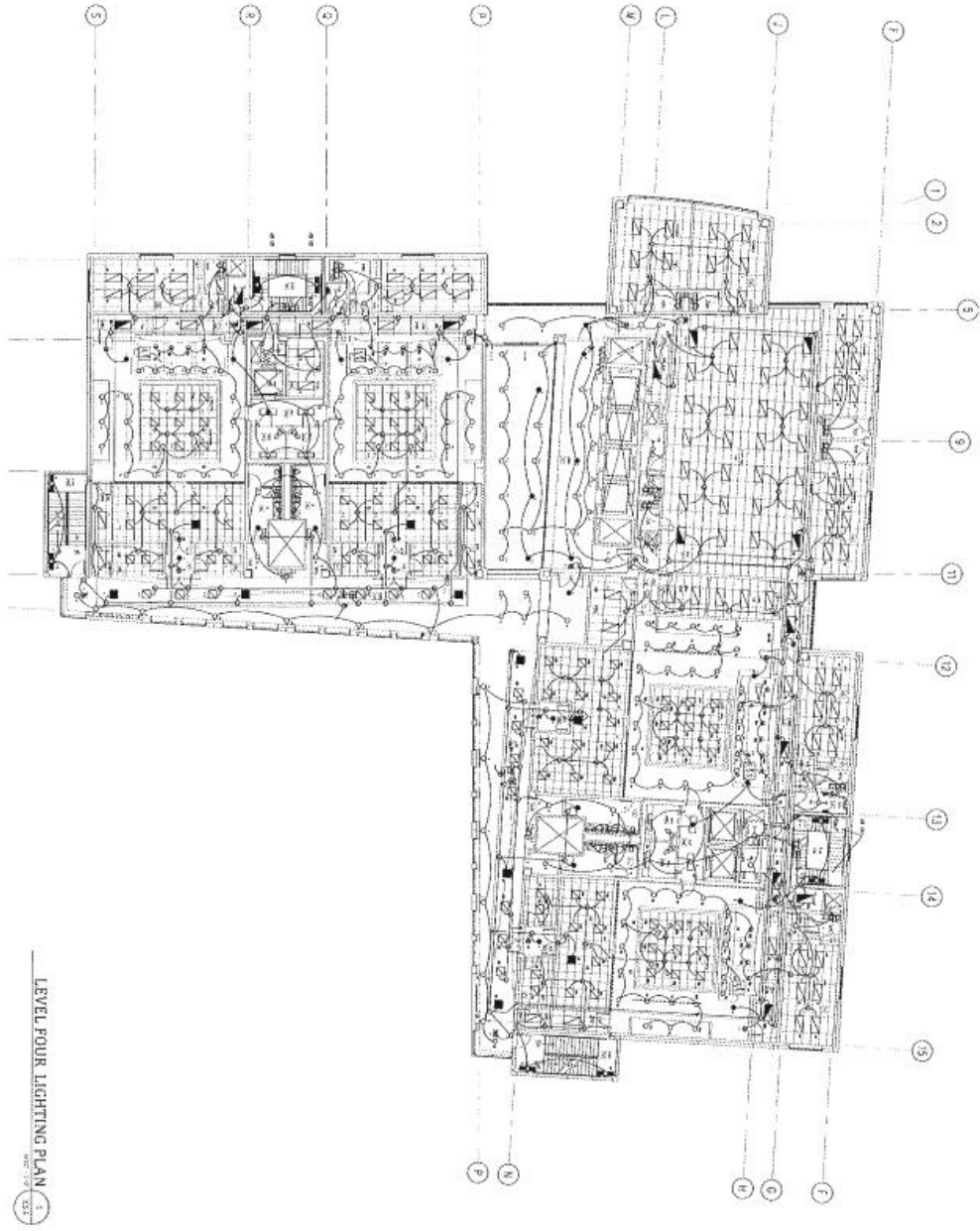
SHEET TITLE <b>LEVEL ONE LIGHTING PLAN</b> SHEET NUMBER <b>E3.1</b>	PROJECT TITLE <b>ADAMS COUNTY JUSTICE CENTER</b> PHASE I - RELIGHT 19300 BROMLEY LANE BRIGHTON, CO 80601	



LEVEL THREE LIGHTING PLAN (1) (11)


(PARTIAL) LEVEL THREE LIGHTING PLAN (7) (13)

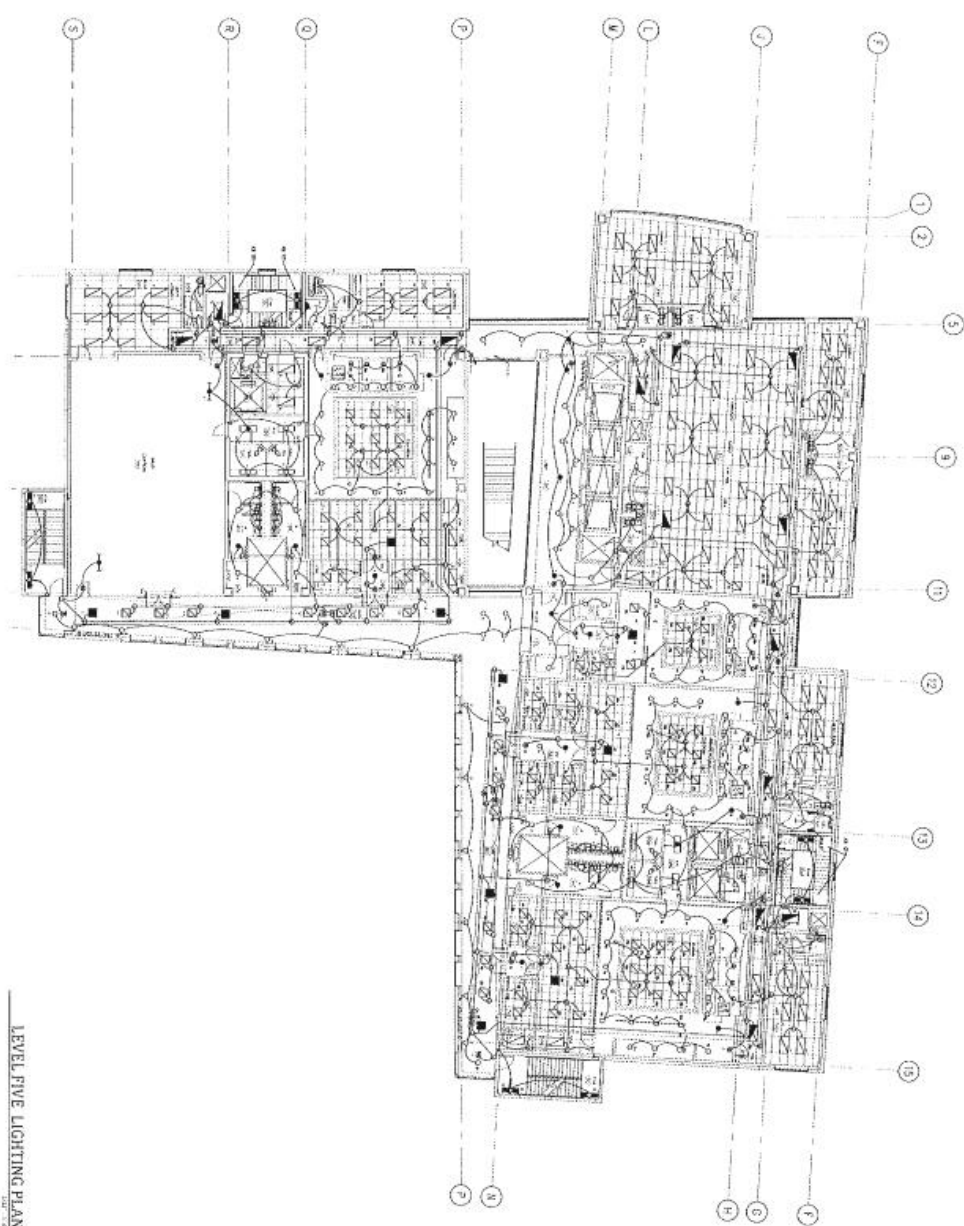
<p><b>E3.3</b></p> <p>DATE: 08/11/11</p> <p>PROJECT NUMBER: 11111</p>	<p><b>LEVEL THREE LIGHTING PLAN</b></p>	<p><b>ADAMS COUNTY JUSTICE CENTER</b></p> <p><b>PHASE I - RELIGHT</b></p> <p>19300 BROMLEY LANE</p> <p>BRIGHTON, CO 80601</p>		
		<p>DATE: 08/11/11</p> <p>PROJECT NUMBER: 11111</p>		



LEVEL FOUR LIGHTING PLAN



	<b>ADAMS COUNTY JUSTICE CENTER</b> <b>PHASE I - RELIGHT</b>	
	19300 BROMLEY LANE BRIGHTON, CO 80601	
PROJECT NO.: SHEET NO.: SHEET NUMBER:	DRAWN BY: TJA DATE: 02/28/2013 BY: TJA CHECKED BY: DISNEY/STJ DATE: 03/01/2013 PROJECT NO.: 130000000	SCALE: AS SHOWN SHEET NUMBER:
<b>E3.4</b>		

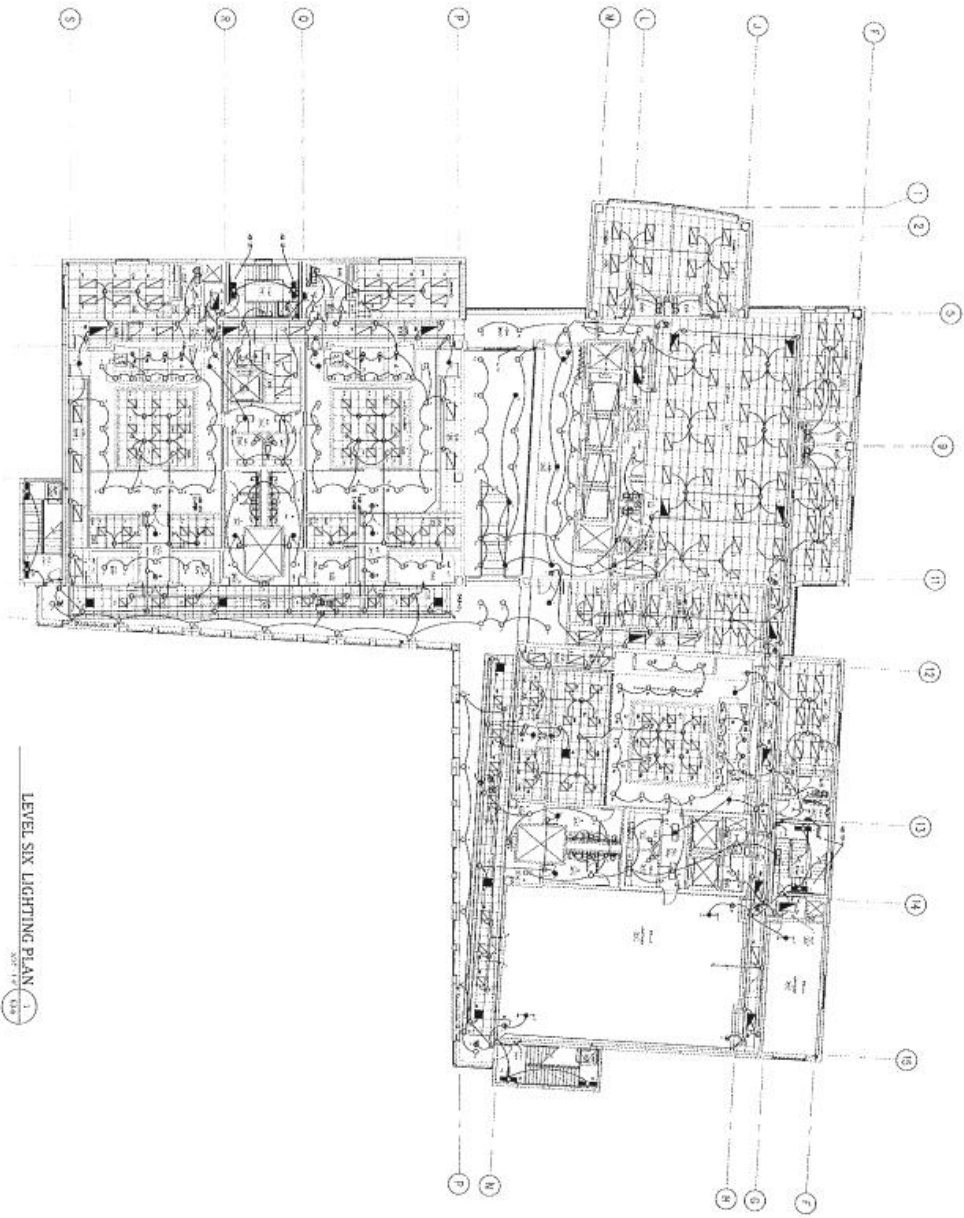


LEVEL FIVE LIGHTING PLAN  
11.5

<b>E3.5</b> <small>SCALE AS SHOWN          SHEET NUMBER</small>	<small>SHEET TITLE:          LEVEL FIVE          LIGHTING PLAN</small>	
	<small>DATE: _____          DRAWN BY: _____          CHECKED BY: _____          IN CHARGE: _____          PROJECT: _____</small>	

**ADAMS COUNTY JUSTICE CENTER  
 PHASE I - RELIGHT**

19300 BROMLEY LANE  
 BRIGHTON, CO 80601



LEVEL SIX LIGHTING PLAN  
 11/14/11

<p>Colorado Statewide Engineering and Surveying Program      1000 South Broadway, Suite 1000      Denver, Colorado 80202      www.cseandsp.com</p>	<p><b>ADAMS COUNTY JUSTICE CENTER</b>  <b>PHASE I - RELIGHT</b></p> <p>19300 BROMLEY LANE          BRIGHTON, CO 80601</p>		<p>DATE: 11/14/11          DRAWN BY: [Redacted]          CHECKED BY: [Redacted]          NO. SHEETS: 1          NO. SHEETS IN SET: 1</p>
	<p>PROJECT NO.: [Redacted]          SHEET NO.: [Redacted]</p>		
<p>SCALE: AS SHOWN          SHEET NUMBER:  <b>E3.6</b></p>			<p>SHEET TITLE:          LEVEL SIX          LIGHTING PLAN</p>



**EXHIBIT B3**

**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:

Conserve-A-Watt Lighting Inc  
Company Name

4-30-12  
Date

SCARY DICKINSON  
Name (Print or Type)

Jerry Dickerson  
Signature

Contractor  
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 B4**



**2012.058  
Contractor For Lighting Upgrade  
Adams County Justice Center**

**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 # 1 through Addenda # 1

If None, Please write NONE.

<u>CONSERVE-A-WATT Lighting</u>	<u>4-30-12</u>
Company Name	Date
<u>730 VALLETO ST</u>	<u>Jerry Dickinson</u>
Address	Signature
<u>DENVER, CO 80204</u>	<u>JERRY DICKINSON</u>
City, State, Zip Code	Printed Name
<u>DENVER</u>	<u>Contractor</u>
County	Title
<u>303-629-0066</u>	<u>303-893-3315</u>
Telephone	Fax
<u>Jerry@CawLighting.com</u>	
E-mail Address	

**EXHIBIT C**

**INVITATION FOR BID  
2012-058**

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**Contractor For Lighting Upgrade Services  
Adams County Justice Center**

**Bid Issuance Date:** Friday, March 30, 2012

**Pre-Bid Conference  
and Site Visit:** Saturday, April 7<sup>th</sup> at 10:00 a.m.  
Adams County Justice Center  
1100 Judicial Center Drive  
Brighton, Co 80601

**Bid Questions Date:** Wednesday, April 11, 2012  
at 2:00 p.m.

**Bid Opening Date:** Tuesday, May 1, 2012

**Bid Opening Time:** 2:00 p.m.

**Bid Opening Place:** Adams County Government Center,  
4430 South Adams County Parkway,  
4<sup>th</sup> Floor, Purchasing Department  
Brighton, Colorado, 80601



All submitted Bids will be publicly opened and read aloud at the time and place stated above. All Bids are subject to the Terms and Conditions, Specifications and the Special Instructions attached hereto.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK**

**I. SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK**

Specifications that applicable are listed below and are attached to the end of the solicitation Adams County Board of Commissioners (BOCC) through it Purchasing Department, is seeking the services of a qualified contractor to perform a lighting upgrades at the Adams County Justice Center.

**Title:** Adams County Justice Center Phase 1 Lighting Upgrade

**Date:** 2 Mar 2012

Drawings that are applicable are listed below and are attached to the end of the solicitation:

**Title:** Adams County Justice Center Phase 1 Lighting Upgrade

**Date:** 2 Mar 2012

**A. PROJECT ADDRESS**

The address for the proposed project to be owned and operated by the County is as follows:

**Adams County Justice Center**  
**1100 Judicial Center Drive**  
**Brighton, CO 80601**

Note: The address listed on the drawing was for the 19300 East Bromley Lane address for construction that started in 1996.

**B. PROJECT DESCRIPTION**

All T-12 lighting will be upgraded to T-8 lighting with electronic ballasts. Further details and re-lamping specifications are contained in this solicitation. The Adams County Justice Center (Phase I) Building is a seven (7) floored structure (6 floors, a full basement, roof mechanical rooms) that covers an area of approximate 202,268 square feet. The building construction was completed in 1998. ALL work will be completed after our normal business hours of 7:30 am to 5:00 pm, Monday through Friday and on weekends. Bidder must provide a proposed work schedule with their submitted bid. Adams County Facility Operations will have staff on site during bidder hours.

The successful bidder will work with United Power to complete all necessary applications for rebates. All rebates will go to Adams County. The project will need to be completed after business hours for the Justice Center. The bidder will be coordinating the work schedule with the County Project Manager.

The bidder will be required to perform two (2) phases of work under this request. One (1) set of the construction drawings and specifications is included at the end of the solicitation.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK** continued

1. The Lighting Engineer for this project is:  
Consulting Electrical Engineers  
Theresa Santos  
1737 Central Street | Denver, CO 80211  
(p) 303.480.5144 | (f) 303.458.8616  
[www.c3sengineeringinc.com](http://www.c3sengineeringinc.com)
  
2. The Justice Center is fully occupied and the selected Contractor will be responsible for:
  - Bidder and employees will have to pass a Colorado Bureaus Investigation (CBI) background check conducted by the County Sheriff's Department prior to starting any work.
  - Staff Names: Within ten (10) days of commencement of construction operations, submit a list of the Bidders staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
  - Accredited and certified to perform electrical services.
  - Vendor and employees will be subject to a "tool" inventory.
  - Safety, the vendor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours.
  - Coordinate after work hours schedule with the County Project Manager.
  - Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - Bidder that is awarded the bid must fill out an online application from United Power to claim any rebate due to the County .

**C. DELIVERABLES**

Upon completion of the project, the selected bidder will be required to provide the County with the following:

1. Operations and maintenance manuals, warranties, and guarantees for all materials used on this project.
2. Written certification of the following.
  - **Building Code.** The project complies with all applicable federal, state and local codes and ordinances including any waivers granted by the appropriate agency(s) including compliance with Uniform Physical Accessibility Standards.
  - **Guidelines and Standards.** The project meets the level of workmanship and materials as specified in the design documents and specifications.
  - **Liens and Waivers and all Contractual Requirements.** Certification that no liens and waivers have been created and that any liens and waivers placed on the property are removed.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK** continued

**D. SITE VISIT**

Bidder is required to attend a mandatory visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County will assume no responsibility for any misunderstanding or representations concerning conditions made by any of its officers or agents prior to the execution of the agreement, unless included in the invitation for bids, the specifications, or related documents.

**PRE-BID CONFERENCE AND SITE VISIT**

A pre-bid conference will be held at the following location:

Location: Adams County Justice Center  
1100 Judicial Center Drive  
Brighton, CO 80601

Date/time: Saturday, April 7, 2012 at 10:00 a.m.

**E. MATERIAL PRODUCT APPROVAL (OR-EQUAL)**

Request for "Or-Equal" approval must be submitted no later than ten (10) calendar days prior to bid opening. Request for "Or-Equal" Approval forms are attached to the back of this solicitation.

**F. LIQUIDATED DAMAGES**

Liquidated damages will not be applied to the project. The Bidder agrees that time is of the essence in the performance of this service. If the Bidder is delayed for any reason beyond its control, the Bidder 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. All decisions of the Project Manager are at his/her complete discretion and will be final.

Any liquidated damages not assessed as such under this section shall not relieve the Bidder 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 Bidder to complete the work according to the agreed time.

Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Bidder from liability for any damages or costs resulting from delays to other contractors on the job.

The Bidder 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 the awarded Agreement by the completion date aforementioned.

Permitting the Bidder 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 the awarded Agreement.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK** continued

**G. BONDING REQUIREMENTS**

Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory.

Copies of the circular may be downloaded on the U.S. Department of Treasury website [http:// www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html) or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

**BID BOND:** Bid must be accompanied by a negotiable bid bond which shall not be less than five percent (5%) of the amount of the bid. The bid bond must provide a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. The bid bond shall insure the execution of the agreement and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid bond with the bid shall result in the rejection of the bid. Bid bonds submitted by unsuccessful bidders will be returned as soon as practicable after bid opening. A sample copy of a performance and payment bond is attached at the end of this solicitation as **Exhibit Three**.

**PERFORMANCE AND PAYMENT BONDS:**

The Bidder will be required to provide a Performance and Payment Bonds for 100% of the submitted bid after award. A sample copy of a performance and payment bond is attached at the end of this solicitation as **Exhibits Four and Five**.

**H. PAYMENT OF SURETY**

Should the Bidder default in the performance of any of its obligations hereunder, and should the Surety under any bonds issued in connection with the awarded Agreement take over performance of any or all of Bidder's obligations hereunder, the County may, at its option, make any payments which would otherwise be due to the Bidder, but for the Bidder's default and the Surety's takeover, directly to the surety. Any such payments shall discharge to the extent made the payment obligations of the County under this agreement. The County shall make any direct payments to the Surety only after providing five (5) calendar days written notice to Bidder and Surety of its intent to make the payments.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK** continued

**I. SUBMITTALS**

Within the time frames listed, the Bidder shall submit to the Manager of Procurement Services the following items.

- a. Construction Schedule: Within 10 scheduled working days after the successful bidder has received Notice of Award, he shall supply a schedule for the completion of the work.
- b. Subcontractors: Within 10 working days after the successful bidder has received Notice of Award, he shall supply a list of all subcontractors hired by him for this work to the Manager of Procurement Services, including those already previously submitted.
- c. Insurance: Within 10 working days after the successful bidder has received Notice of Award, he shall supply affidavits for all required insurance to the Manager of Procurement Services.
- d. Performance Bond: Within 10 working days after the signing of the Agreement, the Bidder will supply the Performance Bond to the Manager of Procurement Services.
- e. Payment Bond: Within 10 working days after the signing of the Agreement, the Bidder shall supply the Payment Bond to the Manager of Procurement Services.

**J. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS**

- a. The Bidder shall:
  - (1) Check all drawings furnished immediately upon receipt;
  - (2) Compare all drawings and verify the figures before laying out the work;
  - (3) Promptly notify the Contracting Officer of any discrepancies; and
  - (4) Be responsible for any errors which might have been avoided by complying with paragraph (1).
- b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.
- c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- d. The work shall conform to the specifications and the drawings.



- K. **INSPECTION AND ACCEPTANCE**  
Inspection and acceptance will be at destination. The Facilities Department is designated as the office responsible for inspecting the work while the Purchasing Manager is responsible for final acceptance of the work.
- L. **TERM OF CONTRACT**  
The term of the agreement is sixty (60) calendar days from date of issuance of the notice to proceed.
- M. **TAXES**  
The County is exempt from State of Colorado, RTD, and Cultural District sales and use taxes. It is understood that the Bid Price shall not include these taxes. Exemption certificates and numbers are available at the Finance Office of the County.
- N. **LICENSES, FEES, AND PERMITS**  
All required fees and permits and services of inspection authorities shall be obtained by the Bidder. The County is responsible for paying the permit fees where applicable. The Bidder shall cooperate fully with local utility companies with respect to their services.
1. **CODES, REGULATIONS, AND STANDARDS**
    - a. The electrical installation shall be in compliance with the requirements of the latest editions of the National Electrical Code, Uniform Building Code, and the NFPA codes and standards. The electrical installation shall be in compliance with the rules, regulations, and requirements of the power company supplying power to the building.
    - b. The electrical installation and the Contractor shall comply fully with all applicable federal, city, county, and state laws, ordinances, and regulations applicable to electrical installations.
    - c. If there is a conflict between codes and these specifications, the most stringent requirements shall apply.
  2. **WARRANTY**

All electrical work and all items of equipment and materials shall be guaranteed for a period of one (1) year from the date of final inspections and acceptance of the work. The bidder shall be notified in writing of any defective items and shall repair or replace such items promptly without cost to the County.
  3. **SAFETY**

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours.
  4. **MATERIAL STANDARDS**
    - a. The design, manufacture, and testing of all electrical equipment and materials shall conform to or exceed the latest applicable standard of NEMA, IEEE, and ANSI.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK** continued

b. All materials, unless otherwise noted, shall be new. All materials shall bear the UL label. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency, that laboratory shall be acceptable to the County and code enforcing authority.

**5. TEMPORARY POWER**

The Bidder shall make necessary arrangements for and provide, maintain (and remove after construction) a complete temporary power and lighting system to allow work to progress in all phases of construction.

**6. DELIVERY AND STORAGE**

The Bidder shall make provisions for delivery and safe storage of materials. The Bidder shall arrange to have materials delivered to the job at such stages of the work.

**7. ENERGY POLICY AND CONSERVATION ACT**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**O. CONTRACTORS QUALIFICATIONS**

Bidder must be licensed to perform work in Adams County.

**P. COORDINATION**

a. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under trades that require electrical connections. Inform Contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.

b. Verify equipment dimensions and requirements with provisions of this specification. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation, which are made without written authorization by the Project Manager and an agreed price, shall be at the Contractor's risk and expense.

**Q. QUALITY ASSURANCE**

a. Provide a meaningful quality assurance program. To assist the Bidder in this program, the specifications contained herein are set forth as the minimum acceptable requirements. This does not relieve the Bidder from executing other quality assurance measures to obtain a complete operating facility within the scope of the project.

b. The Contractor shall ensure that all work, all materials employed, all required equipment, and the manner and method of installation conform to accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to satisfactorily perform its functional operation.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK** continued

1. ACCEPTANCE DEMONSTRATION

At completion of each project, at such time as designated by the County, Bidder shall instruct the County as to location and operation of distribution equipment and panel boards, areas that panels serve, and locations and routing of blank circuits to major mechanical equipment items. Bidder shall also provide demonstration of operation to Project Manager of all special systems, including items installed by Bidder or under Contractor's supervision. Submit sets of Operating and Maintenance Manuals for equipment installed.

R. **PERMITS, FEES AND LICENSES**

**Sales and Use Tax.** Construction and building materials sold to the contractors and sub-contractors for use on structures, roads, streets, highways, and other public works owned by the **County** are exempt from State, RTD and Cultural District sales and use taxes. The Contractor and Subcontractors should apply to the Colorado Department of Revenue for a certificate, or certificates, or exemption indicating that their purchase of construction or building materials is for a public project. Completed copies of Applications for Exemption Certificates within the approval of the Colorado Department of Revenue noted thereon should be delivered to the County as soon as possible. The Bidder agrees to secure from each Subcontractor copies of their approval Applications and furnish the County with a copy. Bidders shall not include in their bid amounts the exempt State, RTD and Cultural District Sales and Use Taxes. The purchase cost or value of construction tools or equipment used on the work site is subject to sales and use tax.

**Permits and Licenses.** The Bidder, Sub-contractors and suppliers of any tier shall obtain and pay for all required licenses and certificates. The Bidder, Sub-Contractor and suppliers shall obtain all permits, approvals and development agreements required by the County including approvals to tap water and sewer lines. The Architect is responsible for submitting the specifications and drawings to the County's Building Inspection Division for the Division's plan review and receiving approvals thereon sufficient to allow the Bidder to obtain the necessary building permits. There will be no charge to the Bidder for permits, approvals, tap fees, and development agreements required by the County for permanent facilities. The Bidder shall be responsible for the payment of any applicable taxes or other charges and fees imposed by public utility companies or other governmental agencies which impose such fees or taxes and/or provide such services to the facility or facilities constructed hereunder.

Bidder will represents and warrants that as of the Agreement effective date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Bidder warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the awarded Agreement, without reimbursement by Adams County or other adjustment in the Agreement Funds. Additionally, all employees, agents, and subcontractors of Bidder performing services under the Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities.

**SECTION A**  
**SPECIFICATIONS/STATEMENT OF WORK/SCOPE OF WORK** continued

Bidder, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for bidder to properly perform the terms under the Agreement is a material breach by bidder and will constitute grounds for termination of the Agreement.

**S. HOURS OF WORK**

The County normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. This project will require the Bidder to work after hours due to type of business provided at the County Justice Center. Access to the work site will be restricted to these hours and days. Request for work during other than normal hours must be coordinated and in advance by the Purchasing Department Manager.

**T. BASIS OF AWARD**

Award will be made to the responsive, responsible bidder who submits the lowest reasonable price bid. Adams County Board of Commissioners reserves the right not to award bids to the lowest and most responsive and responsible bidder and may require new bids.

**U. SPECIAL INSTRUCTIONS**  
**INSURANCE**

The bidder shall not commence work under this solicitation until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

The bidder will be required to procure and maintain, at his own expense and without cost to the County, the kinds and minimum amounts of insurance as follows:

- a. Comprehensive General Liability, in the amount of not less than \$1,000,000 per person and \$2,000,000 general aggregate. Coverage to include:  
Premises  
Products/Completed Operations  
Broad Form Comprehensive, General Liability  
Adams County shall be named as Additional Insured
- b. Comprehensive Automobile Liability, in the amount not less than \$1,000,000 dollars minimum combined coverage.
- c. Employers Liability and Workers' Compensation. The bidder shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work.
- d. Professional Liability, bidder shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.

**SPECIAL INSTRUCTIONS** continued

- e. 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.
- f. 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.
- g. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- h. 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. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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 bidder shall promptly obtain a new policy, submit the same to the Purchasing Department of Adams County for approval and thereafter submit a certificate of insurance as herein above provided.

Upon failure of the bidder 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 bidder in obtaining and/or maintaining any required insurance shall not relieve the bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the bidder concerning indemnification.

- i. Bidder 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 the agreement for Cause.

**SPECIAL INSTRUCTIONS** continued

**V. 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:

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

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.

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.

The bidder 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.

If the bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the bidder shall: notify the subcontractor and the County within three days that the bidder 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.

The bidder 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).

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

All bids shall be enclosed in an envelope, sealed, and clearly labeled as follows:

## SPECIAL INSTRUCTIONS continued

### BID DOCUMENTS

Name of Contractor

IFB Number and Name of Project

IFB Date and Time Due

Bidder should submit sealed bid in **one (1) original** and **NO** copies for consideration at the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, 1<sup>st</sup> Floor Reception desk, Brighton, Colorado, 80601, up to 2:00 p.m., Tuesday, May 1, 2012. The bid opening time shall be according to our clock at the Receptionist desk. Bids will be publicly opened and read aloud at this time. Bids may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company name, IFB number with name of project and time of bid opening. No bids will be accepted after the time and date established for the solicitation, except by written addenda.

- Issuance of this solicitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
- Bidder shall submit pricing for this project on the **Attachment One: Bid Form-Price Schedule** following this section.
- Complete materials list of all items proposed to be furnished or installed under the contract. Specifically outline those materials not supplied by the membrane supplier.
- Signed CONTRACTOR'S CERTIFICATION OF COMPLIANCE (**Attachment Two**) following this section.
- Review the sample contract for all the terms and conditions that will become a part of the awarded contract. Any questions regarding the contract terms and conditions, please contact the Purchasing Agent at 720.523.6053.
- Bid must be signed and dated.
- Whenever addenda(s) are required, they must be acknowledged on the bid form in the appropriate space so designated and returned with the bid.
- 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 bidder's name from the Vendor's List for a period of twelve (12) months from the date of this bid opening.
- In submitting the bid, the bidder agrees that acceptance of any or all bids by the Purchasing Manager within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.

## **SPECIAL INSTRUCTIONS** continued

- The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- The County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside with the Company name, IFB number with the name of project and time of bid opening.
- 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.
- Bid pricings must be furnished on the bid form as supplied by Adams County (**Attachment One Bid Form**). Failure to bid on the bid 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.
- 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.
- 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 bidders 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 bidder, and may require new bids.
- 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.
- Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, telegram or facsimile machines are not acceptable.
- Adams County is an Equal Opportunity Employer. Questions about this solicitation shall be referred to Heidi Casteel, Adams County Purchasing Agent, who may be reached by email at [hcasteel@adcogov.org](mailto:hcasteel@adcogov.org)



**EXHIBITS**  
**LIST OF DOCUMENTS AND OTHER EXHIBITS**  
(all listed exhibits are at the end of this document)

Exhibit NO. TITLE

1. Specification  
**Title:** Adams County Justice Center Phase 1 Lighting Upgrade  
**Date:** 2 Mar 2012
2. Drawings  
**Title:** Adams County Justice Center Phase 1 Lighting Upgrade, pages 1-9  
**Date:** 2 Mar 2012
3. Bid Bond
4. Performance Bond
5. Payment Bond
6. W-9
7. Reference Form

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