

**AGREEMENT FOR THE DESIGN, SALE AND INSTALLATION OF
PUBLIC ADDRESS SYSTEM**

This Agreement for the Design, Sale and Installation of Public Address System (the "Agreement") dated as of October 22, 2019, is between LSS Integrated Systems, LLC ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

- A. County owns the Airport Terminal located at Hayden, Colorado.
- B. Public Address System is needed for the Yampa Valley Regional Airport.
- C. Contractor has submitted a proposal for the installation of Public Address System for the Yampa Valley Regional Airport which proposal is attached hereto as Exhibit A. The work and provision of the equipment described in Exhibit A is hereinafter referred to as the Project.
- D. The Board has decided to accept the proposal of Contractor for the Project subject to the execution of a contract between Contractor and County acceptable to the Board.
- E. Contractor and County intend by this Agreement to set forth the scope of the work to be done by Contractor and equipment to be provided to County by Contractor in connection with the Project and to also set forth the related terms and conditions to govern the relationship between Contractor and County in connection with the Project.

Terms and Conditions

1. **Scope of Project:** County shall purchase and Contractor shall design, sell and install the equipment and services specified in Exhibit A. In the event that any provision of this Agreement, exclusive of the exhibit, is in conflict with any of the provisions of the exhibit, the text of this Agreement, exclusive of the exhibit, shall control.

Contractor shall perform the work necessary for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to installers and suppliers of the types of equipment to be provided as a part of the Project conducting business within the United States of America. All equipment and software supplied by Contractor shall be subject to the warranties and representations set forth or described in Exhibit A.

Contractor shall provide clear title to all equipment provided as part of the Project, free and clear of all liens and encumbrances.

2. **Compensation and Payment:**

2.1 County shall pay Contractor for the equipment and services to be provided as part of the Project a sum not to exceed **\$87,645.58**, which includes one year customer care service coverage. This amount shall be inclusive of all costs of whatsoever nature associated with Contractor's work on the Project, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. The scope of the Project and the compensation to be paid therefor shall only be changed by a properly authorized amendment to this Agreement. No employee or agent of County has the authority to obligate County with regard to any payment for any services which exceeds the amount payable under this Agreement and any amendment to it.

2.2 County shall have no obligation to make payment hereunder until after completion of the Project and Contractor has submitted an invoice to County's Project Administrator for such payment. All billings shall include Contractor's taxpayer identification number.

2.3 County is exempt from Colorado sales and use taxes and Contractor shall be responsible for all taxes imposed in connection with this transaction.

2.4 In the event that the Compensation to be paid to Contractor for the Project exceeds \$50,000, the Contractor shall deliver properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 in the penal sum of the amount set forth in Section 2.1 hereof. The payment and performance bonds are required to provide assurance to the County that Contractor will promptly make payments of all amounts lawfully due to persons or subcontractors used in connection with the Project and that Contractor will indemnify and save County harmless to the extent of any payments due to persons or subcontractors used by Contractor in connection with the Project.

3. **Time for Completion of Project:** Contractor shall commence work on the Project within 10 calendar days of the date on which it is given notice that Board has signed this Agreement and, unless the completion date is extended under the provisions of this Agreement, shall complete the Project no later than December 13, 2019.

4. **Project Representation:**

4.1 County designates Kevin Booth as its Project Manager. County reserves the right to change the Project Manager at any time by giving written notice of such change to Contractor.

4.2 Contractor designates Anthony Kinnecom as its Project Manager. County may rely upon the guidance, opinions, and recommendations provided by Anthony Kinnecom and Contractor's other representatives. Should any of Contractor's representatives, and particularly Anthony Kinnecom be replaced and such replacement require County or Contractor to undertake additional reevaluations, coordination, orientations, or other efforts, Contractor shall be responsible for all such additional costs and services.

5. **Software License:** Contractor hereby grants to County a non-exclusive, non-transferable, non-assignable perpetual license to use any software being provided by Contractor in connection with the Project.

6. **Warranties and Representations:** Contractor hereby provides those warranties of the equipment, software and services being provided in accordance with the provisions of Exhibit A hereof and Contractor shall assign to County any manufacturer's warranties provided for any of the equipment being provided by Contractor as part of the Project.

7. **Personnel:** Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. ***Neither Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through County and Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.***

8. **Insurance:**

8.1 Contractor shall procure and maintain, and shall cause each subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor to maintain such continuous coverage.

8.1.1 Worker's Compensation insurance as required by the applicable Labor Code and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

8.1.2 General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate. The policy shall name County, its officers and employees, as additional insureds, with primary coverage as respects County, its officers and employees, and shall contain a severability of interests provision.

8.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Hundred and Fifty Thousand Dollars (\$150,000.00) per person in any one occurrence and Six Hundred Thousand Dollars (\$600,000.00) for two or more persons in any one occurrence, and auto property damage insurance of at least Fifty Thousand Dollars (\$50,000.00) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall name County, its officers and employees, as additional insureds, with primary coverage as respects County, its officers and employees, and shall contain a severability of interests provision. If Contractor has no owned automobiles, the requirements of this paragraph shall be met by each

employee of Contractor providing services to County under this Agreement.

8.2 Prior to commencing work under this Agreement, Contractor shall provide County with a certificate of insurance evidencing that the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Project Administrator prior to commencement of any services under this Agreement.

8.3 The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to County, its officers and employees.

9. **No Assignment:** Contractor may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

10. **Conflicts of Interest:** Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

11. **Confidentiality:** Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

12. **Indemnification:** Contractor agrees to indemnify and hold harmless County, and its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of Contractor or any officer, employee or subcontractor of Contractor. The obligations of this Section 12 shall not extend to any injury, loss, or damage which is caused by the act, omission, or other fault of County.

13. **Illegal Alien Provisions:** This Agreement is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the

eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

14. **Notices:** Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor: LSS Integrated Systems, LLC
3366 E. 141st Place
Thornton, CO 80602
Attn: Anthony Kinnecom

County: Yampa Valley Regional Airport
P.O. Box 1060 (U.S. Postal Service)
11005 RCR 51A (FEDEX, UPS, Ground Shipment)
Hayden, Colorado 81639

Copy to: Routt County Board of Commissioners
P.O. Box 773598
522 Lincoln Avenue
Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

15. **Attorney Fees:** In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

16. **Choice of Laws and Venue:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

17. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

18. **Severability:** Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

19. **Entire Agreement:** This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by all parties hereto.

LSS INTEGRATED SYSTEMS, LLC

By: _____

Printed Name: _____

Title: _____

ROUTT COUNTY, COLORADO

By: _____

M. Elizabeth Melton, Chair
Board of County Commissioners

ATTEST:

Kim Bonner
Routt County Clerk

NOTICE TO PROCEED

To: LSS Integrated Systems, LLC
3366 E. 141st Place
Thornton, CO 80602
Attn: Anthony Kinnecom

Date: October 28, 2019

You are hereby authorized to proceed on October 28, 2019 with the Yampa Valley Regional Airport Public Address System in accordance with the Contract Documents and your proposal. The work shall begin no later than ten (10) days after the date of this Notice.

County's Project Administrator for this project is Kevin Booth. All change orders, payment requests, communications, etc. should go through his office.

ROUTT COUNTY, COLORADO

By _____
M. Elizabeth Melton, Chair
Board of County Commissioners

NOTICE OF AWARD

To: LSS Integrated Systems, LLC
3366 E. 141st Place
Thornton, CO 80602

Date: October 22, 2019

Routt County has reviewed the bid proposal submitted by you for the Yampa Valley Regional Airport Public Address System as referred to in its Advertisement for Bids.

You are hereby notified that your bid proposal in the amount Eighty Seven Thousand Six Hundred Forty Five Dollars and Fifty Eight Cents (\$87,645.58) has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

1. one signed original copy of the Contract;
2. those certificates of insurance required by Section 8 of the Contract;
3. a fully-executed Payment Bond, if required by Section 5.2; and
4. a fully-executed Performance Bond, if required by Section 5.2.

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above-required documents, the County will be entitled to consider all of your rights arising out of this Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of this Notice to the County.

ROUTT COUNTY, COLORADO

By: _____
M. Elizabeth Melton, Chair
Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

LSS Integrated Systems, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____