


**Public Contract for Services RFP #045-24
Staff Report**

DATE: November 22, 2024
TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER
FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT 
CC: MORGAN MOREHART, PARKS OPERATIONS MANAGER
STEVE SHOULTZ, CPRE, ASSISTANT DIRECTOR OF PARKS, TRAILS, AND BUILDING
GROUNDS
SUBJECT: PUBLIC CONTRACT FOR SERVICES IN THE AMOUNT OF \$346,476 BETWEEN
DOUGLAS COUNTY AND SKYLINE LIGHTING AND ELECTRIC, LLC FOR REPAIRS
TO FIELD LIGHTS AT HIGHLAND HERITAGE REGIONAL PARK WEST FIELDS

BOARD OF COUNTY COMMISSIONERS MEETING: December 10, 2024 @ 1:30 PM

I. EXECUTIVE SUMMARY

This contract for services between Douglas County Board of County Commissioners and Skyline Lighting and Electric, LLC is to replace light fixtures damaged during the 2023 Highlands Ranch Tornado. The amount not to exceed for this contract is \$346,476. FEMA will be reimbursing 75% of the expenditures for this project and the State has committed to reimbursing 12.5% of this project with funding from the United States Department of Homeland Security (DHS), CFDA 97.036 Disaster Grants – Public Assistance Presidentially Declared Disasters. FEMA has predetermined category codes for natural disasters and this project falls into category G. Within the FEMA grants portal, the project number designation is PW#23 named Heritage Regional Park Lighting.

II. PROJECT OVERVIEW

A. Request

Staff is requesting approval of the contract between Douglas County Board of County Commissioners and Skyline Lighting and Electric, LLC for repairs to field lights at Highland Heritage Regional Park West Fields in an amount not to exceed \$346,476. The field lights on Fields E and F sustained damage during the tornado in June of 2023. Moisture and debris were forced into the fixtures and has caused many lights to become inoperable. This project will address safety concerns as portions of the fields are not lit to acceptable standards.

B. Process

This project was advertised on Rocky Mountain E-Purchasing with a Request for Proposals

qualification specifications, the project was awarded to Skyline Lighting and Electric, LLC as the lowest qualified bidder.

C. Location

Highland Heritage Regional Park is located at 9651 S. Quebec St. Littleton. Fields E and F are located at the western side of the facility.

D. Project Description

This project will replace 110 existing LED fixtures that sustained damage in a tornado event. Moisture and debris penetrated the fixtures leaving some units inoperable. Other units that were still functioning after the event have started to fail due to the damage to electrical components.

III. BACKGROUND

Highland Heritage Regional Park is a large facility that includes West Fields E and F. These two fields are multi use synthetic turf and are programmed for year-round play. Each field is used by approximately 75,000-100,000 visitors annually. Participants include soccer, football, lacrosse and several camps. Due to the large number of participants, much of the play occurs in the evenings and the damaged lights do not currently meet lighting safety standards.

IV. RECOMMENDED ACTION

Staff recommends that the contract between Douglas County Board of County Commissioners and Skyline Lighting and Electric, LLC for replacement of LED fixtures at Highland Heritage Regional Park West Fields in an amount not to exceed \$346,476, be approved by the Board of County Commissioners.

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**PUBLIC CONTRACT FOR SERVICES
PROJECT NO: RFP#045-24**

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 202__, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SKYLINE LIGHTING & ELECTRIC, LLC**, an organization authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities for **the replacement of field lighting LED fixtures on West Fields 'E' and 'F' at Highland Heritage Regional Park**; and

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Morgan Morehart, Parks Operations Manager (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **THREE HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS AND NO CENTS (\$346,476.00)** for the current fiscal year. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **NOVEMBER 26, 2024**, and terminate at 12:00 a.m. **on FEBRUARY 14, 2025**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8. **INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS**

NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to: Morgan Morehart, Parks Operations Manager
9651 S Quebec Street
Littleton, CO 80130
Ph: (720) 733-6984
E-mail: mmorehar@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Ph: (720) 733-4500
E-mail: Attorney@douglas.co.us

and by the County to: Skyline Lighting & Electric, LLC
1980 S Quebec Street, Suite 202
Denver, CO 80231
Ph: (303) 337-6171
E-mail: shoy@sle-us.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it

shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd RFP # 045-24
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to RFP # 045-24

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if

such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

SKYLINE LIGHTING & ELECTRIC, LLC

BY: [Signature]

ATTEST: (if a corporation)

Printed Name Shawn M Hoy

Title: President

Title: _____

DATE: 11/22/24

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Denver)

ss.

The foregoing instrument was acknowledged before me this 22nd day of November, 2024, by Shawn Hoy.

Witness my hand and official seal

[Signature]

Notary Public

My commission expires: 03/20/2025

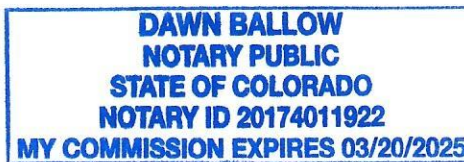


Exhibit A

SCOPE OF SERVICES

The Contractor will be responsible for completing all tasks associated with this project. Tasks will include, but not be limited to, the removal and disposal of the damaged LED light fixtures and the purchase and installation of the new LED light fixtures, as indicated with the proposal documents. The awarded Contractor will work cooperatively with all County staff.

The damaged LED light fixtures are located on the West Fields “E” and “F” at Highland Heritage Regional Park, 9651 South Quebec Street, Littleton, Colorado 80130.

The existing LED fixtures were damaged during a tornado on June 22, 2023 and require the installation of 110 replacement units across ten field light poles. Four of the poles support fourteen (14) LED fixtures each, while six poles support nine (9) LED fixtures each. Due to the extent of the damage, all fixtures need to be replaced. The poles, manufactured by Carolina High Mast, are equipped with a masthead lowering device.

- A total of 110 damaged LED fixtures will be replaced with new 640-watt LED fixtures that meet or exceed the original project specifications, attached and incorporated herein as Exhibit “B”.
- The new fixtures must be compatible with both the Carolina High Mast System and the Musco Control-Link Remote Facility Management System.
- Detailed warranty information on the proposed replacement LED light fixtures must be provided with your proposal response.

**Exhibit B
METHOD OF PAYMENT**

The total cost of the provided services is not to exceed **Three Hundred Forty-Six Thousand Four Hundred Seventy-Six Dollars and No Cents (\$346,476.00)**.

The base cost of the provided services is **Three Hundred Twenty-Six Thousand One Hundred Twenty-Five Dollars and No Cents (\$326,125.00)**.

Additional cost of **Twenty Thousand Three Hundred Fifty-One Dollars and No Cents (\$20,351.00)** may be charged by the Contractor only in case the lowering system is inoperable, and a lift is needed.

Cost Breakdown:

Base Cost:

Fixtures -	\$ 286,667.00
Labor -	\$ 21,576.00
Misc. Disposal & Mobilization -	\$ 8,000.00
Bond -	\$ 9,882.00
Total Base Cost:	\$ 326,125.00

Alternate Price:

If Lowering System Inoperable - Lift is Needed - 20,351.00

The Contractor shall issue an invoice upon the conclusion of the services outlined in this Contract. The invoice shall be submitted to Douglas County before **February 14, 2025**.

Exhibit C INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR’s insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors Consultant or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations 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 Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT D
FEDERAL PROVISIONS

1. FUNDING SOURCE OF CONTRACT

- 1.1 This Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds.
- 1.2 A portion of the funding for this agreement is through the United States Department of Homeland Security (DHS), CFDA 97.036 Disaster Grants – Public Assistance Presidentially Declared Disasters.
- 1.3 Refer to FEMA’s Public Assistance Program and Policy Guide version 4 – link to this document for reference [Public Assistance Program and Policy Guide Version 4](#)
- 1.4 Must also be in compliance with the Stafford Act: Public Law 93-288 as amended by Public Law 100-107, the Stafford Disaster Relief and Emergency Assistance Act.
- 1.5 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal agency.

2. COMPLIANCE

- 2.1 Skyline Lighting & Electric, LLC shall comply with all applicable regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS

- 3.1 SAM. Skyline Lighting & Electric, LLC shall maintain the currency of its information in SAM. Skyline Lighting & Electric, LLC shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information with sam.gov.
- 3.2 Unique Entity ID. Skyline Lighting & Electric, LLC shall provide its Unique Entity ID to Douglas County upon contract execution.
- 3.3 Douglas County will retain a copy of the validated debarment search from SAM.gov.



RFP #RFP 045-24

**REPLACEMENT of FIELD LIGHTING LED FIXTURES at
HIGHLAND HERITAGE REGIONAL PARK
BID RESULTS**

BIDDERS	LG Electrical	Skyline Lighting & Electrical, LLC
	<p>Lukas Garrison 9793 Burberry Way Highlands Ranch Colorado 80129 United States luke@lgelectricalllc.com 720-698-7034</p>	<p>Shawn Hoy 1980 S. Quebec St. Suite 202 Denver Colorado 80231 United States shoy@sle-us.com 303-337-6171</p>
<p>BASE FEES LUMP SUM ADDITIONAL OPTIONAL FEES</p>	<p>\$415,000.00 \$160/HR</p>	<p>\$326,125.00 \$20,351.00</p>
<p>REFERENCES INCLUDED</p>	<p>YES</p>	<p>YES</p>

LOCATION MAP

