

**ADAMS COUNTY
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 19 day of JUNE, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Coatings Inc., located at 5903 Lamar Street, Arvada, Colorado 80015, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

Parking Lot Repair 2018.405

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

- 1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.

- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in

accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

- 4.1. Term of Agreement: The work to be performed under this Agreement shall be from the date of the contract through October 31, 2018.

5. PAYMENT AND FEE SCHEDULE

- 5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of four hundred forty-five thousand five hundred fifty-two dollars (\$445,552.00).

- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
- 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
- 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

7. WARRANTY

- 7.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials

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

8. SUBCONTRACTING

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

9. CHANGE ORDERS OR EXTENSIONS

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

10. INSPECTIONS, REVIEWS AND AUDITS

- 10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
- 10.1.1. Work to be completed, if any; and,
 - 10.1.2. Work not in compliance with the Agreement, if any; and,
 - 10.1.3. Unsatisfactory work for any reason, if any.

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

11. CLEAN-UP

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

12. PROJECT ADMINISTRATION

- 12.1. The Project Manager for this Agreement shall be Mike Holub, who can be reached by phone at 720-523-6004. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. NONDISCRIMINATION

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

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

14. **INDEPENDENT CONTRACTOR**

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

15. **INDEMNIFICATION**

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

16. **INSURANCE**

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

16.1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

16.1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage \$1,000,000 (each accident)

Personal Injury Protection Per Colorado Statutes
16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

16.1.4. Professional Liability Insurance*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence \$1,000,000

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

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

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

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

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

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

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

17. TERMINATION

- 17.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 17.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 17.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 17.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

18. BONDING:

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

19. MUTUAL UNDERSTANDINGS

- 19.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such

provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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.
- 19.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 19.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 19.7.2. Immediately upon hand delivery; or,
 - 19.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 19.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Facility Operations
Contact: Mike Holub
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6004
E-mail: mholub@adcogov.org

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

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

Contractor: Coatings Inc.
Contact: David Smith
Address: 5903 Lamar Street
City, State, Zip: Arvada, Colorado 80015
Phone: 303-423-4303
E-mail: dsmith@coatingsinc.net

- 19.8. 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.
- 19.9. 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.
- 19.10. 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.
- 19.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

**ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS**

Mary Halsey
Chair

6/19/18
Date

COATINGS INC.

[Signature]
Signature

5-29-2018
Date

DAVID Smith
Printed Name

PROJECT MANAGER
Title

ATTEST:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

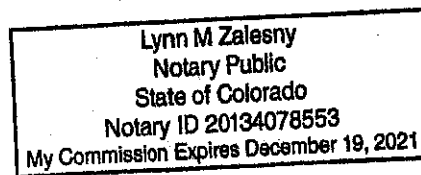
COUNTY OF Jefferson

STATE OF Colorado)SS.

Signed and sworn to before me this 30th day of May, 2018,

by DAVID Smith,

[Signature]
Notary Public



My commission expires on: Dec 19, 2021

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:

COATINGS INC
Company Name

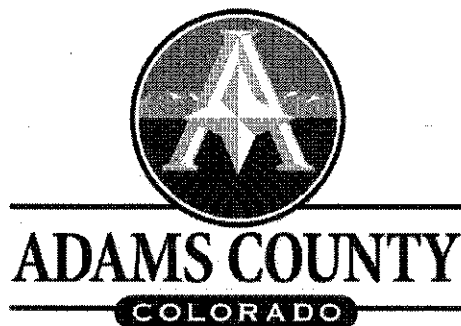
5-28-2018
Date

DAVID SMITH
Name (Print or Type)


Signature

PROJECT MANAGER
Title

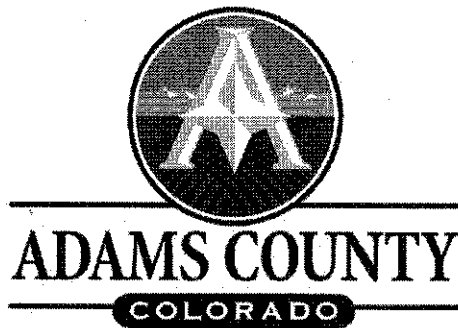
Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample
“memorandum of understanding” available at the website prior to registering



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID (IFB)
COVER SHEET**

IFB Issue Date:	January 30, 2018
IFB Number:	IFB-JTH-2018-405
IFB Title:	PARKING LOT REPAIR SERVICES
Pre-Bid Meeting:	MANDATORY February 8, 2018 at 2:00 p.m., MT Adams County Conference Center Brantner Gulch A 4430 S Adams County, Brighton, CO 80601
IFB Questions Due:	Date, February 13, 2018 by 1:00 p.m., MT
Bid Due Date:	February 22, 2018, 2:00 pm MT, Our Clock
Bid will be received at:	4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
Goods or services to be delivered to or performed at:	Multiple Adams County Facilities
For additional information please contact:	Jennifer Tierney Hammer, Contract Specialist 720-523-6049
Email Address:	jtierney@adcogov.org
Documents included in this package:	Bid Instructions General Terms and Conditions Specifications/ Scope of Work Pricing Form; Fee Proposal, Unit Pricing Submission Check List Contractor's Certificate of Compliance Contractor's Statement Reference Form Appendix A – Sample Agreement



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The purpose of this IFB is to purchase Parking Lot Repair Services as specified herein from contractors that will give prompt and efficient service to the County.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

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

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

ATTN: Jennifer Tierney Hammer
Lead Contract Specialist
IFB-JTH-2018-405

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Parking Lot Repairs
4. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **BONDING/SURETY REQUIREMENTS:**
 - 5.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.
 - 5.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution, or as otherwise defined in the Specifications/Scope of Work.
 - 5.3. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570) as amended, and be authorized to transact business in the State of Colorado.

5.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.

5.5. Liquidated Damages will not apply.

5.6. Bonds may be submitted on the Standard AIA form.

6. CONTRACTUAL OBLIGATIONS

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

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

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

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

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

6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

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

7. PRE-BID CONFERENCE IS MANDATORY:

7.1. A mandatory pre-bid conference will be held on February 8, at the Adams County Conference Room Brantner Gulch A, Brighton, CO, 80602, to discuss the Specifications and Work Scope. A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Agreement.

7.2. Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.

- 8. METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.
- 9.** Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Jennifer Tierney Hammer, Lead Contract Specialist, Purchasing Division, Adams County, jtierney@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
- 10.** Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
- 11. COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
- 12.** The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
- 13. BUDGET:** Budget will not be disclosed.
- 14. DEBARMENT:** By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
GENERAL TERMS AND CONDITIONS

15. APPLICABILITY: These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

16. CONTENTS OF BIDS

16.1. GENERAL CONDITIONS: Contractors are required to submit their Bids in accordance with the following expressed conditions:

16.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

16.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

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

17. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid Response.

18. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

19. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

19.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.

19.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

19.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

19.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

19.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

19.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts

the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

19.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

19.2.2.1. Federal Identification Number: 84-6000732

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

20. SIGNING BID

20.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

21. PREPARATION AND SUBMISSION OF BID

21.1. PREPARATION

21.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

21.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may not be considered.

21.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark

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

21.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.

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

21.2. SUBMISSION

- 21.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.
- 21.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Bid non-responsive.
- 21.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 21.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Bids must be furnished exclusive of taxes.
- 21.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 21.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

22. LATE BIDS

- 22.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 22.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 22.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: 0
- 22.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids 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 Board of County Commissioners to close the County offices.

23. MODIFICATIONS/WITHDRAWAL OF BIDS

23.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

23.2. WITHDRAWAL OF BIDS

23.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

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

24. REJECTION OF BIDS

24.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

24.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;

24.1.2. Re-advertise this Solicitation;

24.1.3. Postpone or cancel the process;

24.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

24.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

24.2.1. The Contractor misstates or conceals any material fact in its Bid Response;

24.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;

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

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

24.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

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

25. ELIMINATION FROM CONSIDERATION

25.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

25.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

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

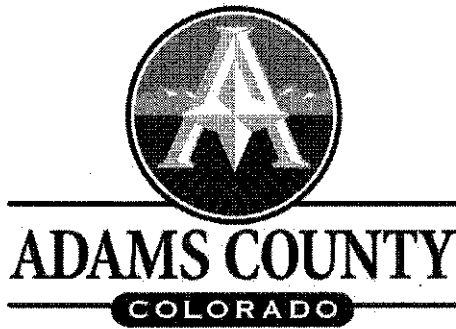
25.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

25.5. 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.

26. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

27. AWARD OF SOLICITATION. The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID SPECIFICATIONS/SCOPE OF WORK

I. SPECIFICATIONS/SCOPE OF WORK

General Scope of Work:

Work scope will vary dependent upon the location of the parking area and drive lanes. For all work, Base Bid shall meet the technical specifications of the Colorado Department of Transportation (CDOT) **2011 Standard Specifications for Road and Bridge Construction**, as modified by the CDOT 2014 Standard Special Provisions; by any modification issued by the County; and the Adams County regulations in effect at the time of bid, as well as the Adams County Engineering department standards (**Chapter 7 Pavement Design and Technical Criteria**) for parking lot construction. For reference, generic scope description is as follows:

- Surface and Crack Cleaning: Clean pavement surfaces immediately prior to placing sealants or seal coats by means of mechanical blowers, sweeping, or with water. If water is used, ensure there is no standing water at time of new installation, and surfaces are dry prior to the application of new products.
 - At cracks, remove all vegetation, spalled materials, loose seals, dirt and debris and properly remove and dispose of detritus.
 - For all oil or grease spots, remove any non-penetrating material by scraping or use of mild, environmentally safe detergent meant for this application. After treatment, apply proper primer for receiving new sealcoat.
 - When striping without new sealcoat, clean pavement and existing striping locations to remove all spalled material, loose paint, and ensure proper paint bonding.
- Asphalt Patching: including sawcut and removal of damaged areas, rehabilitation of sub-base, and replacement of asphalt to match profile of current parking lot construction. Base bid shall assume gravel/sand sub-base and 4" total paving lift (2" base course and 2" surface course). Reuse of removed materials is prohibited. Removed materials shall be properly disposed.
- Hot In-Place Recycled Asphalt: shall be done by means of a paving heating device (infra-red or similar) to rework the existing paving by reshaping and compaction. Work may be done with a rejuvenating agent. Additional aggregate or asphalt is contractor's option depending on condition prior to repair.
- Asphalt Crack Seal: including lot sweep and crack cleaning to remove all debris within cracks and lots prior to sealing, including loose and failing sealers previously installed. Installation of heavy duty hot applied crack sealer intended for asphalt parking and drive areas to meet manufacturer's requirements and warranty. Fill and spread for proper bond, but to minimize potential for additional damage due to maintenance activities (sweeping, plowing, etc.). Preference is for crack seal repair to occur during cooler temperatures to ensure crack is open.

- Cracks larger than $\frac{1}{4}$ " in width shall be subject to new crack seal. Cracks less than $\frac{1}{4}$ " in width shall be covered with the seal coat.
- Asphalt Seal Coating or Slurry Seal: including a lot sweep (if not already required for crack seal) to remove all debris prior to seal coat. Seal coat shall be done immediately after lot sweep, or within reasonable time to ensure proper bond. Installation of heavy duty seal coat in an even layer to meet manufacturer's requirements and warranty. Preference is for seal coat application to occur during warmer temperatures.
- Striping: to match existing layout and locations. Paint color to match existing color on a site-by-site basis. Paint to be Traffic grade intended for striping use on asphalt or concrete paving of a latex material compatible with the sealing material as recommended by the emulsion/sealer manufacturer.
- Recycled Asphalt: to match existing lot materials. New materials shall be cleaned (screened if necessary) of debris and shall be intended for this use. Existing lot preparation shall include weed removal/kill, patching or filling of low or damaged locations, and the repair or maintenance of existing drainage patterns. Once lot is prepared, spread new materials evenly, grade surfacing to even condition (again maintaining existing drainage) and compact via roller or similar means to prevent deterioration. Anticipated depth of new finished material is approximately 2", but is subject to field conditions.
- Concrete walks: to be minimum 4" thick, on 4" compacted sand or gravel sub-base, and a minimum of 5'-0" wide (or as required per local ordinance). Remove sod and/or soils necessary to have top of sidewalk at 1" above adjacent finished grade (or dropped where necessary for drainage). Slopes not to exceed ADA requirements (1 to 20), and cross slopes not to exceed $\frac{1}{4}$ " per foot. Coordinate with Building Supervisor to properly locate and maintain existing drainage patterns prior to staking/layout. Rail all sidewalk sides, and provide sawcut or hand-tooled control joints at 5'-0" increments (or distance to match sidewalk width). Surface finish shall be fine broom finish appropriate for exterior application. Provide expansion joint material around all manholes, access hand-holes, poles, and similar abutments.
- Concrete Drainage Pans: to be minimum 24" wide, tapered to low point in the center, and routed to conduct drainage water to gutters or storm water inlets. Pan to be minimum 6" thick on minimum 8" gravel base, with finished edges to be flush with adjacent parking areas. Sawcut removal of paving to create clean joint to new concrete drain pan, with crack seal material installed at joint after concrete has set. Coordinate with Building Supervisor to properly locate and maintain existing drainage patterns prior to staking/layout.
- Concrete (general): Concrete shall be minimum 3,500 psi mix, no fly ash additive, no admixtures except for plasticizing or hot weather installation curing compounds. If admixtures are used, no additional water mixture may be added exceeding 3 gallons / 10 CY. Concrete shall be transported from plant and accompanied by proper mix ticket. All concrete installations shall include expansion joints, sealants, rebar, and protection.

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Schedule:

Work shall be performed at each site on mutually agreed date(s), scheduled with each Building Supervisor to avoid significant impact to on-site operations. Project completion of all sites is anticipated no later than October 31, 2016 (or the anticipated date of asphalt plant closures). Sequencing of activities at each site is the responsibility of the contractor. The contractor shall generate a master schedule including each work site no later than the Pre-Construction Meeting. The activities shall be conducted in a professional manner normally associated with parking and paving construction, and in general shall be:

- Cleaning of entire lot (sweep, wash, air-jetting, etc.)
- Patching, Hot-in-Place Recycle, or New Installation
- Manually clean around patch or new work
- Crack Seal & Perimeter Seal
- Seal Coat
- Striping
- Traffic Control and Protection

Furthermore, best practices and professional methods for installation are expected, and scheduled accordingly:

- If work is delayed by more than 24 hours from previous work at a particular site, or significant weather is encountered, inspect and re-clean work areas as necessary prior to commencing additional work.
- Do not clean or demolish any areas that cannot be reinstalled within the same day.
 - Plan appropriate curing time for all installations, and/or coordinate shut-down times to avoid use within the appropriate time. Provide for a minimum of 8 hour cure. 24 Hours is preferred cure time (7 days for concrete).
- Plan accordingly for weather and material deliveries, and have "back-up" plans in place prior to starting the work. Work schedules and updates will be required weekly.
- Coordinate work as appropriate for location:
 - Parking Lots in Regional Park shall be done during weekdays, preferably earlier in the day to minimize impact to patrons.
 - Parking Lots for Administrative buildings shall be done after-hours or on weekends to minimize impact to employees and patrons.
 - Work around events – coordinate with the Building Superintendents to determine schedule of events. (e.g. County Fair at Regional Park in August)

Weekly OAC meetings will be required during the extent of the project. Location(s) to be on-site but will vary dependent on current activities. Schedule updates are required at each OAC meeting.

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Project Locations / Summary of Intended Scope:

The list of planned locations, parking lot repair work scope, and generic site plans are attached for reference. The County intends to award all site locations, but may omit certain work sites or individual work items depending on bid results. The Contractor is responsible to determine exact extent of work scope on a per site basis:

ADAMS COUNTY - PARKING LOT REPAIR : PROJECT LOCATIONS / SUMMARY OF INTENDED SCOPE										
FACILITY	ADDRESS	PAVED AREA (S.Y.)	SCOPE OF WORK							
		Note: Areas are approximate. Bidder to verify.	Crack Seal	Seal Coat	Striping	Asphalt Repair	Concrete Repair	Mill / Repave	Slurry Seal	Install Concrete
Animal Shelter	10705 Fulton Street Brighton, CO 80601	N/A			X					
Children & Family Center	7401 North Broadway Denver, CO 80221	N/A					X			
Detention Facility	150 North 19th Avenue Brighton, CO 80601	6,510 (Public Lot) 13,425 (South Lot) 2,335 (Juvenile Lot)	X	X	X	X	X	X		X
District Attorney Building	1000 Judicial Center Drive Brighton, CO 80601	12,371	X	X	X					
Fleetrock Training Facility	23600 East 128th Avenue Commerce City, CO 80022	10,577 (Bldg. Drives) 29,998 (Skid Pad) 22,488 (Pursuit Track)	X	X	X					
Golf Course	13300 Riverdale Road Brighton, CO 80601	16,229	X							
Government Center	4430 S. Adams County Parkway Brighton, CO 80601	52,163	X	X	X			X		
Honriem Building	7111 East 56th Avenue Commerce City, CO 80022	6,972	X	X	X					
Human Services Building	7190 Colorado Boulevard Commerce City, CO 80022	17,091	X	X	X					
Justice Center	1100 Judicial Center Drive Brighton, CO 80601	33,148	X	X	X					
Opportunity Center	8031 I-76 Service Road Henderson, CO 80640	2,546	X	X	X	X	X			
Parks & Community Center	9500 Riverdale Road Thornton, CO 80229	1,686 (Public Lot)	X	X	X					
Public Works & Fleet	4955 East 74th Avenue Commerce City, CO 80022	N/A			X		X			
Regional Park	9755 Henderson Road Brighton, CO 80601	24,422	X	X	X	X				
Sheriff & Coroner Office	330-332 North 19th Avenue Brighton, CO 80601	739 (Training Track)	X	X	X	X	X	X	X	X
Strasburg Public Works Shops	2550 Strasburg Mile Road Strasburg, CO 80163	2,280 (Public Lot)	X	X	X					
Western Service Center	12200 North Pecos Street Westminster, CO 80234	N/A	X		X					

***All provided measurements are for the bidder's convenience only. The highlighted areas include planting islands, concrete curbs and pans, and other non-paved areas. The aerial photos are diagrammatic and are only meant to indicate the approximate area of the proposed Work. The Bidders are responsible for taking their own measurements for the pricing of the Work.**

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.

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

SUBMISSION OF BIDS: Two (2) hardcopies (to include one (1) ORIGINAL), and one (1) electronic (USB or CD PDF document) must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of

this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

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

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BID SCHEDULE :

Adams County Facility Operations intends to perform all work included in this Bid Package, however due to budget restraints may have to make selective decisions as to the extent of the work performed. To this end, Bidders shall provide a line item breakdown of work scope on their Fee Proposal:

County Facility	Crack Seal	Seal Coat	Stripe	Asphalt Repair	Concrete Repair	Mill / Repave	Slurry Seal	Install Concrete
Animal Shelter			\$					
Children & Family Center					\$			
Detention Facility	\$	\$	\$	\$	\$	\$		\$
District Attorney Building	\$	\$	\$					
Flatrock Training Facility	\$	\$	\$					
Golf Course	\$							
Government Center	\$	\$	\$			\$		
Honnen Building	\$	\$	\$					
Human Services Building	\$	\$	\$					
Justice Center	\$	\$	\$					
Opportunity Center	\$	\$	\$	\$	\$			
Parks & Community	\$	\$	\$					
Public Works & Fleet			\$		\$			
Regional Park	\$	\$	\$	\$				
Sheriff & Coroner Office	\$	\$	\$	\$	\$	\$	\$	\$
Strasburg Public Works	\$	\$	\$					
Western Service Center	\$		\$					
TOTAL BID	---	---	---	---	---	---	---	\$



**Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601**

Bid Form

Unit Pricing:

Adams County Facility Operations may selectively identify other work to be added or removed from the Scope of Work (see Owner's Allowance above), and requests the following unit pricing (values to be held through December 31, 2018):

Work / Activity	Units	Unit Price
Asphalt Patching	Square Yard	\$
Hot In-Place Recycled Asphalt	Square Yard	\$
Asphalt Crack Seal	Lineal Foot	\$
Asphalt Seal Coating	Lineal Foot	\$
Asphalt Slurry Seal	Square Yard	\$
Striping	Lineal Foot	\$
Concrete Sidewalk Remove and Replace	Square Yard	\$
Concrete Drainage Pan	Per	\$
Concrete Curb and Gutter Remove and Replace	Lineal Foot	\$
Asphalt Mill and Repave	Square Yard	\$

Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours

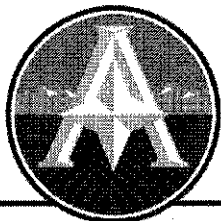
Time and Material:

Percentage of prompt payment discount, if offered

_____ %

Total submittal price with discount

\$ _____



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
CONTRACTOR'S STATEMENT

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

BID SUMMARY

TOTAL FROM BID SCHEDULES: \$ _____
(Amount in Figures)

(Written Amount) _____ DOLLARS.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name _____ Date _____

Signature _____ Printed Name _____

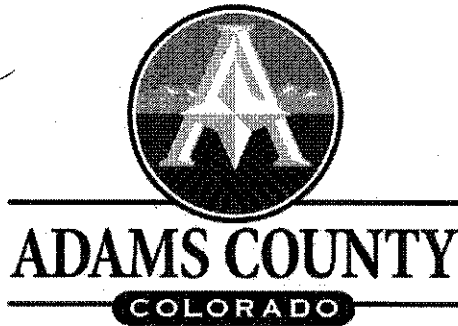
Title _____

Address _____

City, State, Zip Code _____ County _____

Telephone _____ Fax _____

Email _____



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
SUBMISSION CHECK LIST**

SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation? **YES NO**

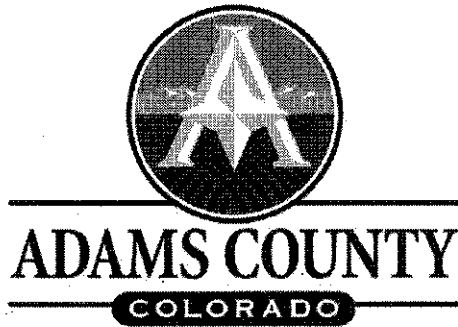
May any other governmental entity avail itself of this Agreement and purchase any and all items specified? **YES NO**

Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? **YES NO**

Original and the number of copies specified enclosed including electronic copy? **YES NO**

If applicable, have all necessary Bonds been included? **YES NO**

Contractor Certification of Compliance signed and enclosed? **YES NO**



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Contractor Name

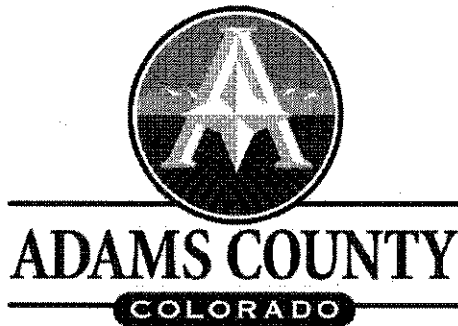
Printed or Typed Name

Signature

Title

Date

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



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

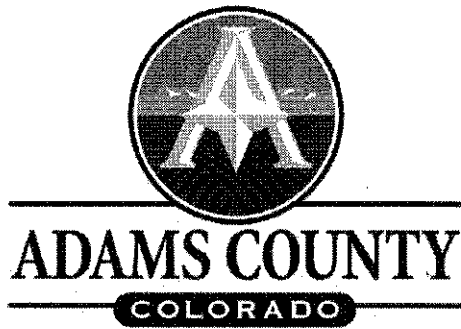
Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

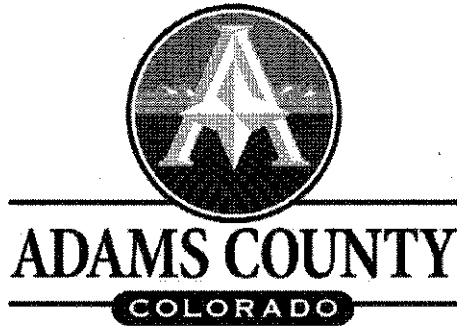


Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
APPENDIX A
SAMPLE AGREEMENT

See attached Sample Agreement Marked Appendix A

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

Addendum #1

Addendum Issue Date:	February 12, 2018
RFP Number:	RFP-JT-2018.405
RFP Title:	Parking Lot Repair Services/Countywide

The intent of this addendum is to add the dates and times of the tours for the facilities that are either locked down or may need more information. The county will also be pushing back the dates of questions and the due date of the IFB. Questions posed will be answered in the next addendum.

IFB Date changes:

The new due date for questions will be Tuesday February 20, 2018 at 2:00 p.m.
The addendum will go out by Friday February 23, 2018.
The new due date for the IFB will be March 1, 2018 at 2:00 p.m.

Facility Tours: Please note this will be your **only opportunity** to view these locations, there will be no exceptions!

Thursday February 15, 2018 2:00 p.m.:

Adams County Parks and Open Space
9755 Henderson Road
Brighton, CO 80601

You will meet Treavor Graf West of the Waymire Dome building, please refer to provided map where most of the work will be performed.

Friday February 16, 2018

Sheriff's Office/Coroner and Detention Center 330 North 19th Avenue, Brighton CO 80601

- 8:00 a.m. Please meet Mike Vangorder in the front of the Sheriff's Office he will go over the location and then take you to the Detention Center next door.

Justice Center 1100 Judicial Center Drive Brighton, CO 80601

- 9:15 a.m. Please meet Matthew Evanoff in the front of the Justice Center, he will go over the location including some secure areas that need maintenance.

Flat Rock Training Facility 23600 East 128th Avenue Commerce City, CO 80022

- 10:30 a.m. Please meet Erik Bryant in the front of the building.

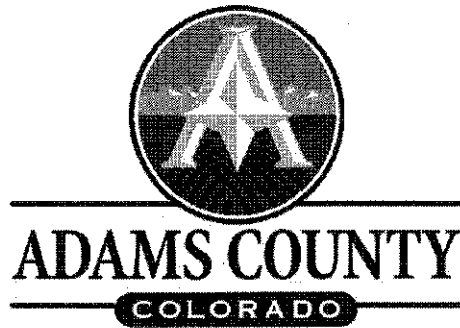
Public Works and Fleet 1:00 p.m.

- No escort will be at this location, the location has been notified that you will be there between 1:00 and 2:00 p.m.

Opportunity Center 8031 I-76 Service Road Henderson, CO 80640

- No escort will be at this location, the location has been notified that you will be there between 2:15 and 3:15 p.m.

End of Addendum #1



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

Addendum #2

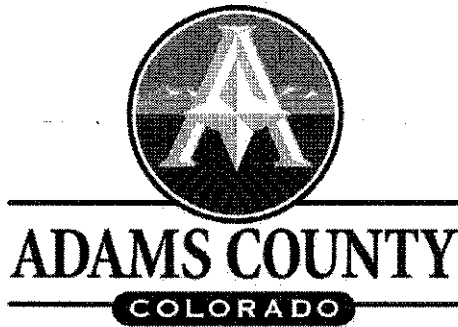
Addendum Issue Date:	February 23, 2018
RFP Number:	RFP-JT-2018.405
RFP Title:	Parking Lot Repair Services/Countywide

The intent of this addendum is change the opening date of the ITB

IFB Date changes:

The addendum will go out by Monday February 26, 2018.
The new due date for the IFB will be March 5, 2018 at 2:00 p.m.

End of Addendum #2



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID (IFB)
ADDENDUM #3

Addendum Issue Date: February 26, 2018
IFB Number: IFB-JTH-2018-405
IFB Title: **PARKING LOT REPAIR SERVICES**

General:

1. A lot of these lots were Sealcoated 2 years ago. The standard duration of a sealcoat is 3-5 years. Would the County be interested in looking into a Slurry Seal (Mapex) application on these lots based off the Unit Pricing sheet provided in the bid packet?

Response: Voluntary alternates may be provided, however no Voluntary Alternate will be considered as a basis of selection or comparison to other proposals.

2. Can you confirm that concrete to asphalt transitions will be Crack sealed on all facility properties?

Response: Anywhere the Invitation for Bid requests Crack Seal, this shall include both field areas in the paved lot, as well as all transition locations from asphalt to concrete curbs, structures, etc.

3. Can you confirm that Infrared Patching is not be bid in the lump sum pricing for "Asphalt Repairs" on all facility properties?

Response: Means and Methods are the responsibility of the Contractor, however intent of repairs for purposes of bidding shall be considered removal and replacement of cross section to match existing paving profile.

4. There is no specifications for the material to be used, specifically this concerns the seal coating material. I would assume a PMM (Seal master product) or Type II Ultraseal (Vance Brother Product) or something similar to an Ultrablend type product. Question: What is the material the County would like to be placed, for the seal coat scope of work?

Response: The County understands that product types and manufacturers can vary widely. A products basis of use shall be: identified as appropriate by the manufacturer for the intended use, provide the minimum performance to meet a minimum 2 year replacement cycle and 1 year minimum warranty, chemically compatible with the substrate and other products (crack seal, paints, etc.), and compliant with CDOT specifications (where identified).

It is also the County's experience that preparation of the substrate and installation quality are as important as the product applied, so the Contractor shall be properly trained and capable of all portions of the work on this project.

5. Also pertinent to the seal coat material is the quantity of sand to be used in the material. I would think 3 pounds per gallon would be preferred. Unless specified, it could vary greatly. Question: What is the required sand loads to be used in the Seal Coat Material?

Response: Refer to response to question #4. In addition, Seal Coats are not required to have sand aggregate added to the mixture.

6. I think it would be best to specify the application method of the seal coat, currently it is open to interpretation. I would recommend the first coat to be Squeegee applied followed by a spray coat to be used for the second coat. This would ensure proper coverage rate and increase the durability of the sealer. Question: What is the application method the county wants Squeegee/spray or Spray/Spray?

Response: Means and Methods are the responsibility of the Contractor.

7. It was stated in the pre-bid that sealing of the cracks along the perimeter would be required but it is not in the scope of work. Could you verify the proper scope of work. Question: Is crack sealing perimeter cracks (transition from concrete to asphalt) to be **included** with the crack sealing dollar amount?

Response: Refer to response to question #2.

8. It was stated that all asphalt patching was to be done using traditional methods (Remove and replace method). Question: Infrared Patching will not be used on this project?

Response: Refer to response to question #3.

9. The scope of work calls out a slurry seal be placed on an obstacle course. It is my understanding that this course is pedestrian only. Taking into consideration the lack of size, thickness of asphalt and the intended purpose, I would think a sand heavy seal coat (3 lbs per gallon or heavier) would be more cost effective as well as more feasible to install. Slurry machinery could destroy the existing asphalt during installation. Slurry use for this application is not an industry norm. Question: Is the call out of a slurry seal application, on an obstacle course, the desired scope or is a sand laden seal coat desired?

Response: Sand laden (3lbs / gallon) seal coat is acceptable for the obstacle course at the Sheriff/Coroner's building. Slurry coat is not required.

10. During the pre-bid, security at a few locations was quite the topic. This is especially true at the detention facility. The concrete repairs are in many areas of the facility. It was discussed that all personnel will need to be badged and cleared. This is difficult to do with truck drivers as they do not work for the contractor and it would not be known who was driving on any particular day. Question: How is the security (badging) to be handled for material drivers? Is there a way to escort those vehicles to the work zone and out? If not, what is the County recommended remedy for this situation?

Response: Background checks for truck drivers will not be required, however will be required to be check/inspected upon arrival and then will be escorted by County staff during their presence on site.

11. There are no quantities for each location for this project. If we decide what the quantities are and they don't match what the Building Maintenance Supervisors are looking for what is the process?

Response: Quantities are provided in the IFB (see page 14 of 22 as well as Exhibit B). Contractor is offered the opportunity to visually inspect and measure the locations themselves prior to submitting bids to ensure their proposed pricing covers the intended scope. An Owners Allowance, or Force Account may be provided within the contract (at the County's discretion) to address minor discrepancies in work area or quantities significantly deviating from the IFB.

12. In comparing the bids after the opening if someone is slightly lower on each quantity and then comes back and says that the areas, LF, or even the number of something is off what is the process?

Response: Each scope of work is intended to be a lump sum price for completion, however field measurements are the contractor's responsibility. Please refer to response to question #11. Work scopes not identified in the IFB, or significantly in deviation from those presented in the IFB, will be considered and potentially eligible for use of the Owners Allowance/Force Account or Change Order.

13. Who decides what work is performed? Is this decided by the contractor or the Building Supervisor? If this is a Lump Sum based on the dollars in the bid schedule who is the decision maker on what work is to be performed.

Response: The IFB and associated exhibits define the intended work scope. Intent of this bid is that all scopes identified are included in the final contract. The Contract will define the approved work scope based on the bid results.

14. The discussions on the work in the walk through were vague with no marks for the work area in the field. This method does not create an even playing field and keeps some if not most companies from bidding the project.

Response: The IFB provides the same quantities, narrative and pictorial information describing scope, to each potential contractor. Furthermore, this process offers each contractor the opportunity to field measure scopes of work prior to bidding. While Adams County encourages any interested party to participate, it is ultimately the business decision of each entity on whether or not to submit a bid.

Specific:

Detention Center:

- A. Can you provide the linear footage for the interior caulking at inmate rec room areas?

Response: For bidding purposes, assume each location to have 100 lineal feet of interior caulking at the inmate rec room areas.

- B. Can you confirm that the concrete sidewalk repairs along North 19th Ave will be an alternate to the awarded bidder and will not be included in the lump sum bid?

Response: For bidding purposes, please consider the sidewalk repairs directly along North 19th Avenue to be an Alternate.

Government Center:

- C. Since drainage issues need to be addressed can you confirm that the Mill and Repave area will be an alternate to the awarded bidder and will not be included in the lump sum bid?

Response: Mill and Repave for the specified "section" is part of the base bid for the proposed work. Quantity shall be based on area of 11,578 sq. ft., approximately 60 feet wide and 190 feet long.

Justice Center:

- D. Can you confirm that the service drive to the south will be added for the Crackseal, Sealcoat, and Striping highlighted area?

Response: Yes, this scope (southern service drive) is confirmed as being included in the base bid for the crack seal and seal coat, see attached drawing.

Opportunity Center:

- E. Along the west side there is an area marked for "Asphalt Repair"; during the site visit time there were only cracks visible; can you please offer any insight into what the facility is requesting be done here? No escort was available for clarification.

Response: Please include this area as defined in the Exhibit B for asphalt repair – please refer to Response to question #3 above (assume replacement this area).

Public Works and Fleet Building:

- F. The area for "Concrete Repair" was not clearly defined on site during the site visit and no escort was available; can you provide measurements of the area in question?

Response: As a courtesy, and for bidding purposes, please use the following measurements for this scope of work: 900 square feet area, 122 lineal feet perimeter (approx. 25' x 36').

- G. On the "Summary of Intended Scope" it states striping at this facility; on the site maps provided there is no clear definition as to the boundaries of the striping. Can the facility manager please let us know what is being striped out at this facility?

Response: Utilize the pictorial exhibit for reference, but striping is intended for each of the parking spaces shown on that diagram, inclusive of cross hatched island areas.

Sheriff & Coroner Office:

- H. On the training track; can you confirm that we are to bid a Slurry Seal (Mapex) application to prolong the life of the existing asphalt?

Response: Refer to response question #9 above.

END OF ADDENDUM #1

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND NO. : n/a

KNOW ALL MEN BY THESE PRESENTS, that we COATINGS, INC.

as Principal, hereinafter called the Principal, and

OLD REPUBLIC SURETY COMPANY

, hereinafter called the Surety, are held and firmly bound unto
Adams County, Colorado
4430 S Adams County Pkwy.
Brighton, CO 80601

as Oblige, hereinafter called the Oblige, in the sum of

**Five Percent (5%) of the Total Amount
of the Bid**Dollars (\$5%*****),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

Parking Lot Repair Services --
JTH-2018-405

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this

5th day of March

2018.

Lynn Galeony
(Witness)

COATINGS, INC.

(Principal)

(Seal)

Richard E. Miller

(Title)

Vice President

OLD REPUBLIC SURETY COMPANY

(Surety)

(Seal)

Gregory
Hettinger

Secretary-in-Chief



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GREGORY HETTINGER, OF GREENWOOD VILLAGE, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

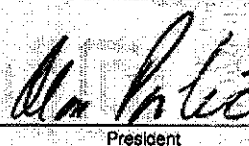
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of MARCH, 2017.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

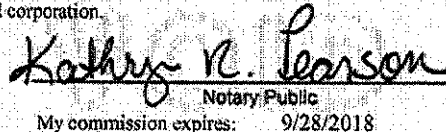



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of MARCH, 2017, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

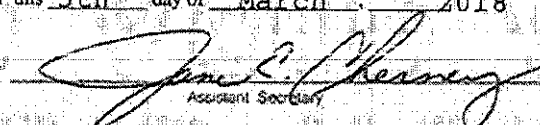
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2462



Signed and sealed at the City of Brookfield, WI this 5th day of March, 2018


Assistant Secretary

BOND PLACEMENTS LTD INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID
CONTRACTOR'S STATEMENT

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

BID SUMMARY

TOTAL FROM BID SCHEDULES: \$ 445,552⁰⁰
(Amount in Figures)

FOUR hundred FORTY - FIVE thousand FIVE
hundred FIFTY - two and ⁰⁰/₁₀₀ DOLLARS.
(Written Amount)

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): #1, #2 & #3

COATINGS INC
Contractor Name

3/5/2018
Date

[Signature]
Signature

DAVID SMITH
Printed Name

SENIOR ESTIMATOR / PROJECT MANAGER
Title

5903 LAMAR ST.
Address

ARVADA CO 80015
City, State, Zip Code

JEFFERSON
County

303-423-4303
Telephone

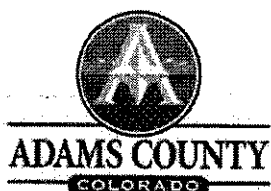
303-423-4324
Fax

DSMITH@COATINGSINC.NET
Email

BID SCHEDULE :

Adams County Facility Operations intends to perform all work included in this Bid Package, however due to budget restraints may have to make selective decisions as to the extent of the work performed. To this end, Bidders shall provide a line item breakdown of work scope on their Fee Proposal:

County Facility	Crack Seal	Seal Coat	Stripe	Asphalt Repair	Concrete Repair	Mill / Repave	Slurry Seal	Install Concrete
Animal Shelter			\$ 460 ⁰⁰					
Children & Family Center					\$ 16,675 ⁰⁰			
Detention Facility	\$ 9343 ⁰⁰	\$ 16830 ⁰⁰	\$ 4732 ⁰⁰	\$ 11500 ⁰⁰	\$ 9200 ⁰⁰	\$ N/A		\$ 11889 ⁰⁰
District Attorney Building	\$ 5064 ⁰⁰	\$ 8442 ⁰⁰	\$ 884 ⁰⁰					
Flatrock Training Facility	\$ 5132 ⁰⁰	\$ 43034 ⁰⁰	\$ 468 ⁰⁰					
Golf Course	\$ 4612 ⁰⁰							
Government Center	\$ 25129 ⁰⁰	\$ 35596 ⁰⁰	\$ 9251 ⁰⁰			\$ 27600 ⁰⁰		
Honnen Building	\$ 2175 ⁰⁰	\$ 4758 ⁰⁰	\$ 485 ⁰⁰					
Human Services Building	\$ 3431 ⁰⁰	\$ 11663 ⁰⁰	\$ 2707 ⁰⁰					
Justice Center	\$ 15537 ⁰⁰	\$ 25582 ⁰⁰	\$ 3731 ⁰⁰					
Opportunity Center	\$ 2033 ⁰⁰	\$ 1728 ⁰⁰	\$ 567 ⁰⁰	\$ 5405 ⁰⁰	\$ 15525 ⁰⁰			
Parks & Community	\$ 1159 ⁰⁰	\$ 1152 ⁰⁰	\$ 380 ⁰⁰					
Public Works & Fleet			\$ 700 ⁰⁰		\$ 12075 ⁰⁰			
Regional Park	\$ 18,668 ⁰⁰	\$ 16,666 ⁰⁰	\$ 5747 ⁰⁰	\$ 8510 ⁰⁰				
Sheriff & Coroner Office	\$ 3200 ⁰⁰	\$ 4542 ⁰⁰	\$ 580 ⁰⁰	\$ 10580 ⁰⁰	\$ 4,945 ⁰⁰	\$ N/A	\$ 1,506 ⁰⁰	\$ 5,750 ⁰⁰
Strasburg Public Works	\$ 1,430 ⁰⁰	\$ 2,126 ⁰⁰	\$ 534 ⁰⁰					
Western Service Center	\$ 2,841 ⁰⁰		\$ 1241 ⁰⁰					
TOTAL BID	99,756 ⁰⁰	172,119 ⁰⁰	32,512 ⁰⁰	35,995 ⁰⁰	58,420 ⁰⁰	27,600 ⁰⁰	1,506 ⁰⁰	\$ 17,639 ⁰⁰



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

Bid Form

Unit Pricing:

Adams County Facility Operations may selectively identify other work to be added or removed from the Scope of Work (see Owner's Allowance above), and requests the following unit pricing (values to be held through December 31, 2018):

Work / Activity	Units	Unit Price
Asphalt Patching	Square Yard	\$ 58 ⁵⁰ SY
Hot In-Place Recycled Asphalt	Square Yard	\$ 17 ⁰⁰ SY
Asphalt Crack Seal	Lineal Foot	\$.54 / LF
Asphalt Seal Coating	Lineal Foot SQUARE YARD	\$.81 / SY
Asphalt Slurry Seal	Square Yard	\$ 2 ⁰⁴ SY
Striping	Lineal Foot	\$.30 LF
Concrete Sidewalk Remove and Replace	Square Yard	\$ 109 ⁰⁰ SY
Concrete Drainage Pan	Per SF	\$ 18 ²⁵ SF
Concrete Curb and Gutter Remove and Replace	Lineal Foot	\$ 62 ⁰⁰ LF
Asphalt Mill and Repave	Square Yard	\$ 23 ⁰⁰ YD

Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours
LABORER	42 ⁰⁰ / 63 ⁰⁰	1610
FOREMAN	48 ⁰⁰ / 72 ⁰⁰	430
SUPERVISOR	56 ⁰⁰ / 84 ⁰⁰	120

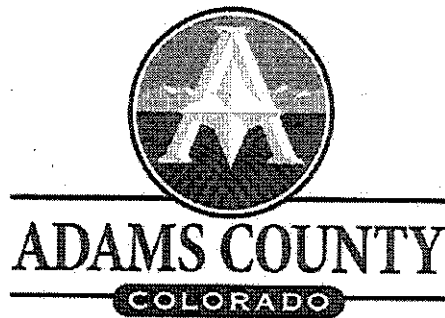
Time and Material:

Percentage of prompt payment discount, if offered

N/A %

Total submittal price with discount

\$ 445,552⁰⁰

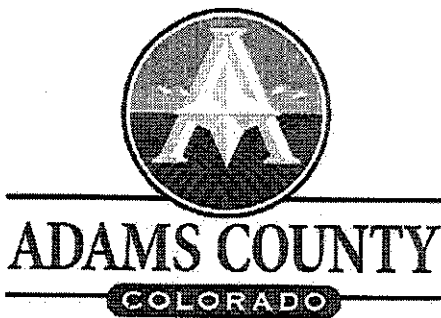


Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
SUBMISSION CHECK LIST**

SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

- Does your Bid comply with all the terms and conditions of this Solicitation? ☒ YES ☐ NO
- May any other governmental entity avail itself of this Agreement and purchase any and all items specified? ☒ YES ☐ NO
- Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? ☒ YES ☐ NO
- Original and the number of copies specified enclosed including electronic copy? ☒ YES ☐ NO
- If applicable, have all necessary Bonds been included? ☒ YES ☐ NO
- Contractor Certification of Compliance signed and enclosed? ☒ YES ☐ NO



Adams County Finance Department
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**INVITATION FOR BID
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

COATINGS INC
Contractor Name

DAVID SMITH
Printed or Typed Name

[Signature]
Signature

SENIOR ESTIMATOR / PROJECT MANAGER
Title

3/2 / 2018
Date

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



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name

Jefferson County School District

Address

809 Quail St. Lakewood 80215

Reference Name

Gregory Vernon

Reference Email Address

gverson@jeffco.k12.co.us

Telephone Number

303 507 8928

Project Name

Jeffco Schools Asphalt Maint.

Value

\$ 226,221.00

Company Name

Foothills Paving

Address

5040 Tabor St, Wheat Ridge 80033

Reference Name

Katie Miller

Reference Email Address

Katie M C. foothillspaving.com

Telephone Number

303 462 5600

Project Name

Denver Cape Seal

Value

\$ 198,060.00

Company Name

City of Thornton

Address

9500 Civic Center Dr, Thornton, 80229

Reference Name

Keith Griess

Reference Email Address

keith.griess@cityofthornton.net

Telephone Number

303 538 7644

Project Name

2017 Crackseal program

Value

\$ 804,656.10