

**ADAMS COUNTY  
CONSTRUCTION AGREEMENT  
GATEWAY PLAZA PARK**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 14 day of AUGUST, 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, Energes Services LLC, located at 1328 East 18<sup>th</sup> Street, Greeley Colorado 80631, 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:

**Invitation for Bid 2018.430 Gateway Plaza Park**

- 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. The work to be performed under this Agreement shall be for one hundred and five calendar days (105) after receipt of Notice to Proceed.

## **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 seventy-seven thousand seven hundred eighty-one dollars and thirty-seven cents (\$477,781.37) plus an additional contingency in the amount of forty-seven thousand seven hundred seventy-eight dollars and fourteen cents (\$47,778.14) to cover unforeseen conditions for a total contract amount not to exceed of five hundred twenty-five thousand five hundred fifty-nine dollars and fifty-one cents (\$525,559.51).
- 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

## 6. LIQUIDATED DAMAGES

- | Original Contract Amount (\$) |                  | Liquidated Damages<br>per Calendar Day (\$) |
|-------------------------------|------------------|---|
| From More Than                | To And Including |   |
| 0                             | 150,000          | 500   |
| 150,000                       | 500,000          | 1,000                                       |
| 500,000                       | 1,000,000        | 1,600                                       |
| 1,000,000                     | 2,000,000        | 2,300                                       |
| 2,000,000                     | 4,000,000        | 4,100                                       |
| 4,000,000                     | 10,000,000       | 5,800                                       |
| 10,000,000                    | ----             | 7,000                                       |

- 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991, 1990, 1989, 1988, 1987, 1986, 1985, 1984, 1983, 1982, 1981, 1980, 1979, 1978, 1977, 1976, 1975, 1974, 1973, 1972, 1971, 1970, 1969, 1968, 1967, 1966, 1965, 1964, 1963, 1962, 1961, 1960, 1959, 1958, 1957, 1956, 1955, 1954, 1953, 1952, 1951, 1950, 1949, 1948, 1947, 1946, 1945, 1944, 1943, 1942, 1941, 1940, 1939, 1938, 1937, 1936, 1935, 1934, 1933, 1932, 1931, 1930, 1929, 1928, 1927, 1926, 1925, 1924, 1923, 1922, 1921, 1920, 1919, 1918, 1917, 1916, 1915, 1914, 1913, 1912, 1911, 1910, 1909, 1908, 1907, 1906, 1905, 1904, 1903, 1902, 1901, 1900, 1899, 1898, 1897, 1896, 1895, 1894, 1893, 1892, 1891, 1890, 1889, 1888, 1887, 1886, 1885, 1884, 1883, 1882, 1881, 1880, 1879, 1878, 1877, 1876, 1875, 1874, 1873, 1872, 1871, 1870, 1869, 1868, 1867, 1866, 1865, 1864, 1863, 1862, 1861, 1860, 1859, 1858, 1857, 1856, 1855, 1854, 1853, 1852, 1851, 1850, 1849, 1848, 1847, 1846, 1845, 1844, 1843, 1842, 1841, 1840, 1839, 1838, 1837, 1836, 1835, 1834, 1833, 1832, 1831, 1830, 1829, 1828, 1827, 1826, 1825, 1824, 1823, 1822, 1821, 1820, 1819, 1818, 1817, 1816, 1815, 1814, 1813, 1812, 1811, 1810, 1809, 1808, 1807, 1806, 1805, 1804, 1803, 1802, 1801, 1800, 1799, 1798, 1797, 1796, 1795, 1794, 1793, 1792, 1791, 1790, 1789, 1788, 1787, 1786, 1785, 1784, 1783, 1782, 1781, 1780, 1779, 1778, 1777, 1776, 1775, 1774, 1773, 1772, 1771, 1770, 1769, 1768, 1767, 1766, 1765, 1764, 1763, 1762, 1761, 1760, 1759, 1758, 1757, 1756, 1755, 1754, 1753, 1752, 1751, 1750, 1749, 1748, 1747, 1746, 1745, 1744, 1743, 1742, 1741, 1740, 1739, 1738, 1737, 1736, 1735, 1734, 1733, 1732, 1731, 1730, 1729, 1728, 1727, 1726, 1725, 1724, 1723, 1722, 1721, 1720, 1719, 1718, 1717, 1716, 1715, 1714, 1713, 1712, 1711, 1710, 1709, 1708, 1707, 1706, 1705, 1704, 1703, 1702, 1701, 1700, 1699, 1698, 1697, 1696, 1695, 1694, 1693, 1692, 1691, 1690, 1689, 1688, 1687, 1686, 1685, 1684, 1683, 1682, 1681, 1680, 1679, 1678, 1677, 1676, 1675, 1674, 1673, 1672, 1671, 1670, 1669, 1668, 1667, 1666, 1665, 1664, 1663, 1662, 1661, 1660, 1659, 1658, 1657, 1656, 1655, 1654, 1653, 1652, 1651, 1650, 1649, 1648, 1647, 1646, 1645, 1644, 1643, 1642, 1641, 1640, 1639, 1638, 1637, 1636, 1635, 1634, 1633, 1632, 1631, 1630, 1629, 1628, 1627, 1626, 1625, 1624, 1623, 1622, 1621, 1620, 1619, 1618, 1617, 1616, 1615, 1614, 1613, 1612, 1611, 1610, 1609, 1608, 1607, 1606, 1605, 1604, 1603, 1602, 1601, 1600, 1599, 1598, 1597, 1596, 1595, 1594, 1593, 1592, 1591, 1590, 1589, 1588, 1587, 1586, 1585, 1584, 1583, 1582, 1581, 1580, 1579, 1578, 1577, 1576, 1575, 1574, 1573, 1572, 1571, 1570, 1569, 1568, 1567, 1566, 1565, 1564, 1563, 1562, 1561, 1560, 1559, 1558, 1557, 1556, 1555, 1554, 1553, 1552, 1551, 1550, 1549, 1548, 1547, 1546, 1545, 1544, 1543, 1542, 1541, 1540, 1539, 1538, 1537, 1536, 1535, 1534, 1533, 1532, 1531, 1530, 1529, 1528, 1527, 1526, 1525, 1524, 1523, 1522, 1521, 1520, 1519, 1518, 1517, 1516, 1515, 1514, 1513, 1512, 1511, 1510, 1509, 1508, 1507, 1506, 1505, 1504, 1503, 1502, 1501, 1500, 1499, 1498, 1497, 1496, 1495, 1494, 1493, 1492, 1491, 1490, 1489, 1488, 1487, 1486, 1485, 1484, 1483, 1482, 1481, 1480, 1479, 1478, 1477, 1476, 1475, 1474, 1473, 1472, 1471, 1470, 1469, 1468, 1467, 1466, 1465, 1464, 1463, 1462, 1461, 1460, 1459, 1458, 1457, 1456, 1455, 1454, 1453, 1452, 1451, 1450, 1449, 1448, 1447, 1446, 1445, 1444, 1443, 1442, 1441, 1440, 1439, 1438, 1437, 1436, 1435, 1434, 1433, 1432, 1431, 1430, 1429, 1428, 1427, 1426, 1425, 1424, 1423, 1422, 1421, 1420, 1419, 1418, 1417, 1416, 1415, 1414, 1413, 1412, 1411, 1410, 1409, 1408, 1407, 1406, 1405, 1404, 1403, 1402, 1401, 1400, 1399, 1398, 1397, 1396, 1395, 1394, 1393, 1392, 1391, 1390, 1389, 1388, 1387, 1386, 1385, 1384, 1383, 1382, 1381, 1380, 1379, 1378, 1377, 1376, 1375, 1374, 1373, 1372, 1371, 1370, 1369, 1368, 1367, 1366, 1365, 1364, 1363, 1362, 1361, 1360, 1359, 1358, 1357, 1356, 1355, 1354, 1353, 1352, 1351, 1350, 1349, 1348, 1347, 1346, 1345, 1344, 1343, 1342, 1341, 1340, 1339, 1338, 1337, 1336, 1335, 1334, 1333, 1332, 1331, 1330, 1329, 1328, 1327, 1326, 1325, 1324, 1323, 1322, 1321, 1320, 1319, 13

6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

## **7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

7.1. 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.

## **8. WARRANTY**

8.1. 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.

## **9. SUBCONTRACTING**

9.1. 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.

## **10. CHANGE ORDERS OR EXTENSIONS**

10.1. 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.

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

#### **11. INSPECTIONS, REVIEWS AND AUDITS**

11.1. 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:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. 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.

#### **12. CLEAN-UP**

12.1. 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.

#### **13. PROJECT ADMINISTRATION**

13.1. The Project Manager for this Agreement shall be Kurt Carlson, who can be reached by phone at 303-637-8013. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

13.2. 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.

13.3.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.

13.4.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.

#### 14. **NONDISCRIMINATION**

14.1.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.

14.1.1. 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.

#### 15. **INDEPENDENT CONTRACTOR**

15.1.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.



## 16. INDEMNIFICATION

16.1. 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.

## 17. INSURANCE

17.1. 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.

17.1.1. 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

17.1.2. 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

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. 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
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\*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.

17.2. 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:

17.2.1. 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.

- 17.2.2. 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.
- 17.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 17.3. 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.
- 17.4. 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.

## **18. TERMINATION**

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.

- 18.4. 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.

#### **19. BONDING:**

- 19.1. 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.

#### **20. MUTUAL UNDERSTANDINGS**

- 20.1. 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.
- 20.2. 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, Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F, 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.
- 20.3. 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.
- 20.4. 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.

- 20.5. 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.
- 20.6. 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.
- 20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
  - 20.7.2. Immediately upon hand delivery; or,
  - 20.7.3. Immediately upon receipt of confirmation that an E-mail was received.
  - 20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Parks and Open Space Department  
Contact: Nathan Mosley  
Address: 9755 Henderson Road  
City, State, Zip: Brighton, Colorado 80601  
Phone: 303.637.8006  
E-mail: amosley@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: Energes Services LLC  
Contact: Bryan Roe  
Address: 1328 E. 18<sup>th</sup> Street  
City, State, Zip: Greeley, Colorado 80631  
Phone: 970.702.3754

E-mail: broe@adcogov.org

- 20.8. 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.
- 20.9. 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.
- 20.10. 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.
- 20.11. 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 Hodge Date 8/14/18  
Chair

**ENERGES SERVICES LLC**

David Vreeman Date 8/8/18  
Signature

David Vreeman CFO  
Printed Name Title

**ATTEST:**

Stan Martin, Clerk and Recorder

Elannaz  
Deputy Clerk

**APPROVED AS TO FORM:**

W. Coust  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Weld )  
STATE OF Colorado )SS.

Signed and sworn to before me this 8<sup>th</sup> day of August, 2018,

by David Vreeman,

M. Vega  
Notary Public

MARIANA A VEGA  
Notary Public  
State of Colorado  
Notary ID #20174003908  
My Commission Expires 01-25-2021

My commission expires on: 01-25-2021

## 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.

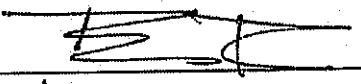
Pursuant to Code of Federal Regulations 2 C.F.R. Part 200 Subpart C 200.213, the undersigned Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

### CONTRACTOR:

Emerges Services LLC  
Company Name

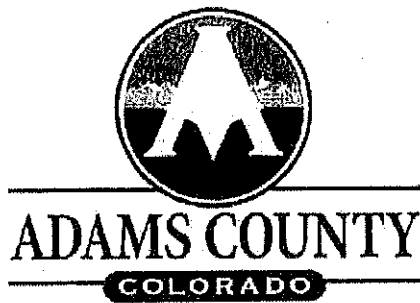
8/7/18  
Date

Bryan Roe  
Name (Print or Type)

  
Signature

Environmental Division 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

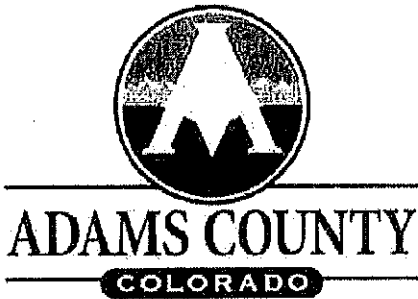
**INVITATION FOR BID (IFB)  
COVER SHEET**

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IFB Issue Date:	June 14, 2018
IFB Number:	IFB-JTH-2018-430
IFB Title:	<b>Adams County Gateway Plaza Park</b>
Pre-Bid Meeting:	<b>Mandatory June 20, 2018 at 2:30 MT</b> RTD Rail Station 60 <sup>th</sup> and Federal Denver CO, 80221
IFB Questions Due:	Friday, June 22, 2018 by 4:00 p.m., MT
Bid Due Date:	July 5, 2018, 2:00 pm MT, Our Clock
Bid will be received at:	4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
For additional information please contact:	Jennifer Tierney Hammer, Contract Specialist 720-523-6049
Email Address:	<a href="mailto:jtierney@adcogov.org">jtierney@adcogov.org</a>
Documents included in this package:	Bid Instructions General Terms and Conditions Pricing Form Submission Check List Contractor's Certificate of Compliance Contractor's Statement Reference Form Appendix A – Sample Agreement Exhibit A-Bid Specifications Exhibit B-Electrical Exhibit C-Landscape Exhibit D-Irrigation Exhibit E-Bid Schedule Exhibit F-Definitions

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

**INVITATION FOR BID  
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** Adams County is soliciting bids for construction for Gateway Plaza Park. The project completion date is 105 days from the award of the fully executed contract.
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-2018.430

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Construction of Gateway Plaza Park.
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 AND WALK-THROUGH IS MANDATORY:**

- 7.1. A **mandatory** pre-bid conference will be held on June 20, 2018 at 2:30 p.m. at the Location which is approximately at 60<sup>th</sup> and Federal, RTD Goldmine Train Stop at Clear Creek, Denver, CO, 80001, 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 Jen Tierney Hammer, Lead Contract Specialist, Purchasing Division, Adams County, [jtierney@adcogov.org](mailto: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 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. The bid schedule 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: Gateway Plaza Park and IFB-JTH 2018.430.

- 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**

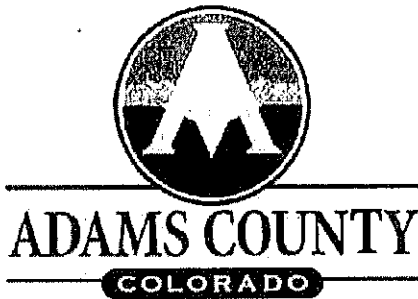
- 25.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
  - 25.2. A Bid may not be accepted from, nor any Agreement awarded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

2018.430

**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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2018.430



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

**INVITATION FOR BID #2018.430  
SPECIFICATIONS/SCOPE OF WORK**

---

**I. SPECIFICATIONS/SCOPE OF WORK**

Specifications for the project are attached as Exhibit A-E.

**II. REQUIRED DOCUMENTATION**

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

**III. RESPONSE FORMAT**

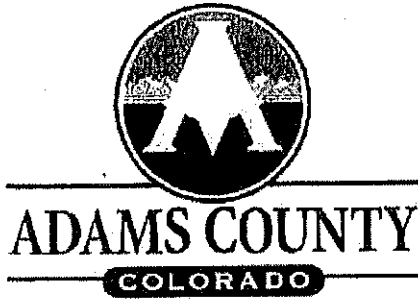
Failure to respond in the required format may deem your submittal non-responsive.  
Failure to provide required information may deem your submittal non-responsive.

**SUBMISSION OF BIDS: Two (2) hardcopies, to include one (1) MARKED ORIGINAL one (1) Copy, 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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2018.430



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

**INVITATION FOR BID #2018.430**  
**PRICING FORM**

**BID PRICE:**

<b>2018.430 GATEWAY PLAZA PARK</b>	
<b>TOTAL FROM BID SCHEDULES: \$</b>	_____
	(Amount in Figures)
_____	
(Written Amount)	_____ DOLLARS.

**\* BID SCHEDULE REQUIRED PLEASE SEE ATTACHED EXHIBIT E**

2018.430



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

**INVITATION FOR BID #2018.XXX**  
**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
Requirements met and response included?	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
Have all necessary Bonds been included?	YES	NO
Contractor Certification of Compliance signed and enclosed?	YES	NO
Are the Bid and Bid Schedule included?	YES	NO

2018.430



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.

2018.430



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

**INVITATION FOR BID #2018.430  
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.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

**WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF**

Addenda (list all): \_\_\_\_\_

Contractor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_

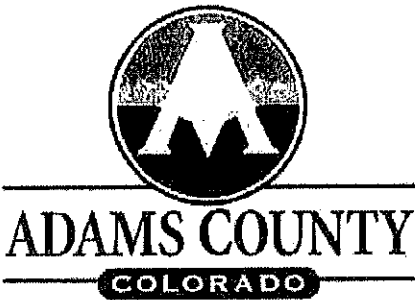
Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ County \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

2018.430



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

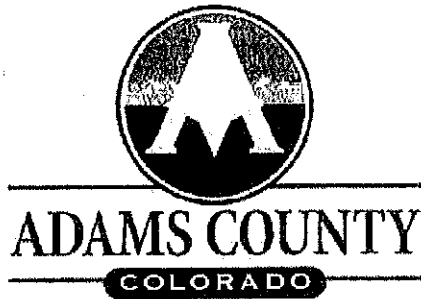
Project Name

Value

\$



2018.430



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

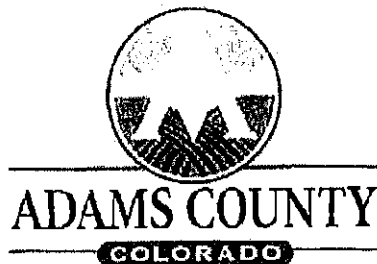
**INVITATION FOR BID**

**APPENDIX A  
SAMPLE AGREEMENT**

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The Sample Agreement is included in this solicitation for informational and reference purposes only.

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

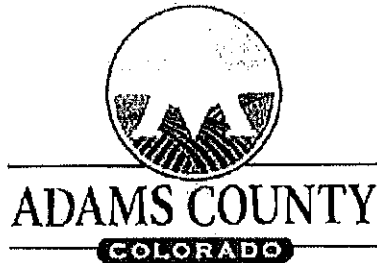
**INVITATION FOR BID (IFB)  
COVER SHEET**

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IFB Issue Date:	June 14, 2018
IFB Number:	IFB-JTH-2018-430
IFB Title:	<b>Adams County Gateway Plaza Park</b>
Pre-Bid Meeting:	<b>Mandatory June 20, 2018 at 2:30 MT</b> RTD Rail Station 60 <sup>th</sup> and Federal Denver CO, 80221
IFB Questions Due:	Friday, June 22, 2018 by 4:00 p.m., MT
Bid Due Date:	July 5, 2018, 2:00 pm MT, Our Clock
Bid will be received at:	4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
For additional information please contact:	Jennifer Tierney Hammer, Contract Specialist 720-523-6049
Email Address:	<a href="mailto:jtierney@adcogov.org">jtierney@adcogov.org</a>
Documents included in this package:	Bid Instructions General Terms and Conditions Pricing Form Submission Check List Contractor's Certificate of Compliance Contractor's Statement Reference Form Appendix A – Sample Agreement Exhibit A-Bid Specifications Exhibit B-Electrical Exhibit C-Landscape Exhibit D-Irrigation Exhibit E-Bid Schedule Exhibit F-Definitions

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2018.430



Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80801

**INVITATION FOR BID #2018.430  
SPECIFICATIONS/SCOPE OF WORK**

**I. SPECIFICATIONS/SCOPE OF WORK**

Specifications for the project are attached as Exhibit A-E.

**II. REQUIRED DOCUMENTATION**

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

**III. RESPONSE FORMAT**

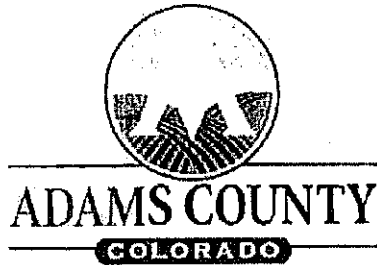
Failure to respond in the required format may deem your submittal non-responsive.  
Failure to provide required information may deem your submittal non-responsive.

**SUBMISSION OF BIDS: Two (2) hardcopies, to include one (1) MARKED ORIGINAL one (1) Copy, 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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2018.430



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

INVITATION FOR BID #2018.430

**PRICING FORM**

**BID PRICE:**

<b>2018.430 GATEWAY PLAZA PARK</b>	
<b>TOTAL FROM BID SCHEDULES: \$</b>	<u>477,781 <sup>37</sup></u>
	(Amount in Figures)
<u>four hundred seventy seven thousand seven hundred</u>	
<u>eighty one dollars and thirty seven cents</u>	DOLLARS.
(Written Amount)	

\* BID SCHEDULE REQUIRED PLEASE SEE ATTACHED EXHIBIT E

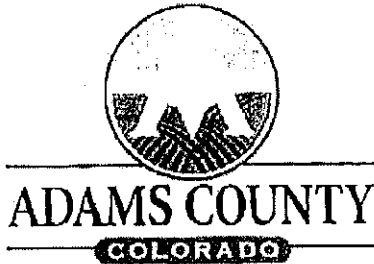
**Gateway Plaza / Federal Boulevard Medians**  
**Revised Schedule of Contract Pay Items**

PAY ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	TOTAL PRICE
	<b>GATEWAY PLAZA / FEDERAL BOULEVARD MEDIANS - PROJECT SERVICES</b>				
1	Mobilization	1	LS	\$ 20,000.00	\$20,000.00
2	Construction Surveying	1	LS	\$ 9,000.00	\$9,000.00
3	Quality Control Testing Services	1	LS	\$ 7,000.00	\$7,000.00
	<b>SITE PREPARATION - GATEWAY PLAZA</b>				
4	Site Clearing (BQ)	1	LS	\$ 7,500.00	\$7,500.00
5	Topsoil - Strip, Stockpile and Spread (BQ)	362	CY	\$ 17.00	\$6,154.00
6	Soil Preparation - Dryland and Detention Seed Mix (BQ)	175	CY	\$ 42.00	\$7,350.00
7	Soil Preparation - Turf and Plant Beds (BQ)	102	CY	\$ 45.00	\$4,590.00
8	Soil Conditioner for Shrub, Ornamental Grasses and Tree pits (BQ)	779	EA	\$ 5.00	\$3,895.00
9	Fertilizer for Dryland & Detention Seed (BQ)	1,470	SF	\$ 0.25	\$367.50
10	Fertilizer for Turf Grass (BQ)	7,427	SF	\$ 0.25	\$1,856.75
11	24" Subgrade Preparation under Pavements (BQ)	1	LS	\$ 31.00	\$23,560.00
12	Finish Grading and Final Subgrade Prep (BQ)	1	LS	\$ 27.00	\$20,520.00
13	Geotechnical Report	1	LS	\$ 2,500.00	\$2,500.00
14	Erosion Control (BQ)	1	LS	\$ 5,500.00	\$5,500.00
15	Tree Protection Fence (BQ)	80	LF	\$ 5.00	\$400.00
16	Construction Fence (BQ)	995	LF	\$ 2.75	\$2,736.25
	<b>SITE PREPARATION - FEDERAL BOULEVARD MEDIANS</b>				
17	Site Clearing (BQ)	1	LS	\$ 3,500.00	\$3,500.00
18	Soil Preparation - Plant Beds (BQ)	3,500	SF	\$ 0.30	\$1,050.00
	<b>SITE FURNISHINGS - GATEWAY PLAZA</b>				
19	Bench w/ Back (BQ)	4	EA	\$ 2,900.00	\$11,600.00
20	Table and Chairs (BQ)	3	EA	\$ 3,200.00	\$9,600.00
	<b>ELECTRICAL SERVICE AND SITE LIGHTING</b>				
21	Xcel Energy Electric Primary (BQ)	1	LS	\$ 3,500.00	\$3,500.00
22	Electrical Pedestal (BQ)	1	LS	\$ 5,500.00	\$5,500.00
23	Grounding / Bonding (BQ)	1	LS	\$ 2,700.00	\$2,700.00
24	Flush With Grade J-box (BQ)	1	LS	\$ 800.00	\$800.00
25	Service Entrance Feeders (BQ)	275	LF	\$ 14.00	\$3,850.00
26	Spare 2" Conduit (BQ)	10	LF	\$ 12.00	\$120.00
27	Spare 1" Conduit (BQ)	20	LS	\$ 10.00	\$200.00
28	Time Clock / Photocell (BQ)	1	LS	\$ 3,000.00	\$3,000.00
29	Type A Bollard Lighting (BQ)	4	EA	\$ 1,500.00	\$6,000.00
30	Concrete Bollard Base (BQ)	4	EA	\$ 2,500.00	\$10,000.00
31	(2#8 + #10C) 1" C (BQ)	75	LF	\$ 22.00	\$1,650.00
32	Type B Tree Uprights (BQ)	6	EA	\$ 950.00	\$5,700.00
33	(2#10 + #10C) 1" C (BQ)	125	EA	\$ 21.00	\$2,625.00
34	Signal Feeder (2#8 + #10C) 1" C (BQ)	375	LF	\$ 22.00	\$8,250.00
35	Art Lighting (lump sum per location. Coordinate With Artist) (BQ)	6	EA	\$ 1,100.00	\$6,600.00
	<b>CONCRETE PAVING</b>				
36	6" Standard Concrete Integral Color (Walk and Plaza Area) (BQ)	6,892	SF	\$ 6.30	\$56,705.60
	<b>IRRIGATION - FEDERAL BOULEVARD MEDIANS</b>				
37	Complete Irrigation System - Per Drawings and Specifications (BQ)	1	LS	\$ 23,685.50	\$23,685.50
38	Denver Water Connection Charge-Tap Fee (BQ) - All Medians	4	EA	\$ 3,200.00	\$12,800.00
39	CrestView Water District Connection Charge-Tap Fee (BQ) Medians A&B Only	2	EA	\$ 8,300.00	\$16,600.00
40	Motor P.I. Permit, License (BQ)	4	EA	\$ 1,650.00	\$6,600.00
	<b>IRRIGATION - GATEWAY PLAZA</b>				
41	Complete Irrigation System - Per Drawings and Specifications (BQ)	1	LS	\$ 18,477.00	\$18,477.00
42	Denver Water Connection Charge-Tap Fee (BQ)	1	EA	\$ 3,200.00	\$3,200.00
43	Motor P.I. Permit, License (BQ)	1	LS	\$ 1,650.00	\$1,650.00
	<b>TREES, PLANTS AND GROUNDCOVERS - FEDERAL BOULEVARD MEDIANS</b>				
44	Street Trees (FM)	19	EA	\$ 3,485.00	\$7,275.00
45	Shrubs, Perennials & Grasses (FM)	1	LS	\$ 17,000.00	\$17,000.00
46	Wood Mulch (FM)	3,160	SF	\$ 0.71	\$2,275.20
47	Landscape Boulders 1/2 ton (FM)	2	EA	\$ 250.00	\$500.00
	<b>LANDSCAPE MATERIALS - GATEWAY PLAZA</b>				
48	Seed & Hydromulch (FM)	14,034	SF	\$ 0.20	\$2,819.80
49	Turf Grass Sod (BQ)	6,527	SF	\$ 0.40	\$3,067.69
50	Shade Trees (FM)	21	EA	\$ 450.00	\$10,290.00
51	Ornamental Trees (FM)	10	EA	\$ 450.00	\$4,500.00
52	Shrubs, Perennials & Grasses (FM)	1	LS	\$ 6,000.00	\$6,000.00
53	Signal Edging (FM)	55	LF	\$ 6.00	\$330.00
54	Wood Mulch (FM)	3,589	SF	\$ 0.71	\$2,584.08
55	Landscape Boulders 1/2 - 3/4 ton (FM)	3	EA	\$ 250.00	\$750.00

### Revised Schedule of Contract Pay Items

	<b>MUSICAL PLAY EQUIPMENT - GATEWAY PLAZA</b>				
56	Musical Play Equipment Per Plans (BQ)	1	LS	\$ 28,350.00	\$28,350.00
	<b>MONUMENT SIGN DESIGN BUILD - GATEWAY PLAZA</b>				
57	Shop Drawings/ Sign Fabrication and Installation (FM)	1	LS	\$ 8,500.00	\$8,500.00
	<b>FORCE ACCOUNT - GATEWAY PLAZA</b>				
58	Account Total To Be Set Aside For Unforeseen Conditions	1	LS	\$ 10,000.00	\$10,000.00
	<b>FORCE ACCOUNT - FEDERAL BOULEVARD MEDIANS</b>				
59	Account Total To Be Set Aside For Unforeseen Conditions	1	LS	\$ 10,000.00	\$10,000.00
	<b>TRAFFIC CONTROL - GATEWAY PLAZA &amp; FEDERAL BOULEVARD MEDIANS</b>				
60	Traffic Control and coordination with COO	1	LS	\$ 10,000.00	\$10,000.00
	<b>BASE BID TOTAL</b>				<b>\$477,781.37</b>
<b>NOTES</b>					
1	Due to the difficulty with accurately estimating the required final quantity needed for those Pay Items noted with an *, the Bidders shall assume that the final quantity for those Pay Items may vary by more than plus or minus twenty-five percent (25%) of the estimated quantity indicated. Notwithstanding any other provisions in the Contract Documents, the Unit Prices for such Pay Items are not subject to renegotiation regardless of the amount by which the actual quantity finally installed is above or below the estimated quantity indicated in the Bid Proposal form.				
2	The Excel spreadsheet version of the Bid Proposal Form is provided solely as a convenience to the Bidders and Adams County is not responsible for any deviations from the text or errors that may occur in any formulas contained herein. The text of the Bid Proposal Form contained in the pdf file of the Invitation for Bid Proposals document shall be the controlling document. Each Bidder is responsible to assure that all amounts entered into its Bid Proposal Form are accurate, and correctly multiplied and summed. If a Bidder alters the Bid Proposal Form text of the Descriptions, Quantities, or UOM in any material way, the Bid Proposal shall be deemed non-responsive.				
3	Refer to the Definition of Pay Items included herewith and the Drawings and Technical Specifications, for additional information on the requirements of the Pay Items and the scope of the Work.				

2018.430



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

**INVITATION FOR BID #2018.XXX**  
**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

Requirements met and response included? ☒ YES ☐ NO

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

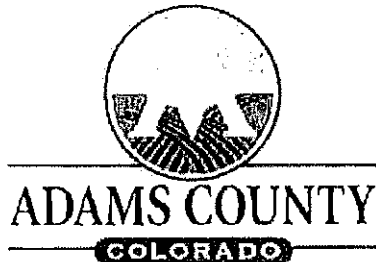
Original and the number of copies specified enclosed including electronic copy? ☒ YES ☐ NO

Have all necessary Bonds been included? ☒ YES ☐ NO

Contractor Certification of Compliance signed and enclosed? ☒ YES ☐ NO

Are the Bid and Bid Schedule Included? ☒ YES ☐ NO

2018.430



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.

Energes Services LLC

Contractor Name

Bryan Roe

Printed or Typed Name

[Signature]

Signature

Environmental Division Manager

Title

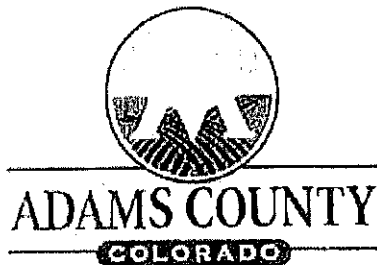
7/3/2018

Date

Note: Registration for the E-Verify Program can be completed at: <https://www.dhs.gov/e-verify> visit the contractor/employer station. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



2018.430



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

**INVITATION FOR BID #2018.430  
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.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

**WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF**

Addenda (list all): #1 (6/18/2018), #2 (6/27/2018), #3 (6/28/2018)

Emerges Services, LLC  
Contractor Name

7/3/2018  
Date

[Signature]  
Signature

Bryan Roe  
Printed Name

Environmental Division Manager  
Title

1328 E. 18th St.  
Address

Gravelly, CO 80631  
City, State, Zip Code

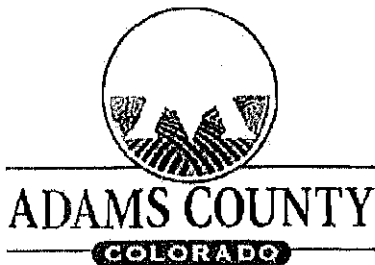
Weld  
County

(970) 702-3754  
Telephone

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Fax

b.roe@emergesenvironmental.com  
Email

2018.430



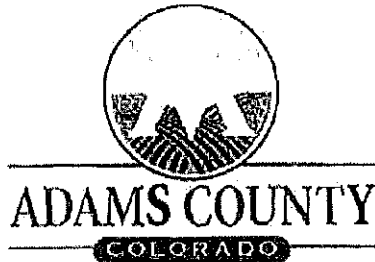
Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

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	<u>Wildcat Construction</u>
Address	<u>540 E. Cimarron St. CO Springs, CO 80903</u>
Reference Name	<u>Chad Dubs</u>
Reference Email Address	<u>chad.dubs@wildcat.net</u>
Telephone Number	<u>(719) 493-0454</u>
Project Name	<u>Woodmen Road Corridor Project</u>
Value	<u>\$ 1,455,000.00</u>
Company Name	<u>Adams County Parks and Open Space</u>
Address	<u>9755 Henderson Rd Brighton, CO 80601</u>
Reference Name	<u>Marc Pedrucci</u>
Reference Email Address	<u>mpedrucci@adsos.org</u>
Telephone Number	<u>(303) 637-8014</u>
Project Name	<u>Twin Lakes Park Renovation</u>
Value	<u>\$ 1,924,000.00</u>
Company Name	<u>City of Westminster</u>
Address	<u>4800 W. 92nd Ave Westminster, CO 80031</u>
Reference Name	<u>John Vann</u>
Reference Email Address	<u>jvann@cityofwestminster.us</u>
Telephone Number	<u>(303) 658-2214</u>
Project Name	<u>Big Dry Creek Signal &amp; Trail Improvements</u>
Value	<u>\$ 2,755,000.00</u>

2018.430



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

**INVITATION FOR BID**  
**APPENDIX A**  
**SAMPLE AGREEMENT**

---

The Sample Agreement is included in this solicitation for informational and reference purposes only.

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# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Energes Services, LLC

1326 East 18th Street, Greeley, CO 80631

as Principal, hereinafter called the Principal, and Great American Insurance Company

301 East Fourth Street, Cincinnati, OH 45202

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Adams County Finance Department Purchasing

Division 4430 South Adams County Parkway, Brighton, CO 80601

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount 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 Adams County Gateway Plaza Park, IFB No. IFB-JTH-2018-430.

Brighton, CO.

NOW, THEREFORE, If the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 materials 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 29th day of June, 2018

[Signature]  
(Witness)

Energes Services, LLC

(Principal)

(Seal)

By: [Signature]

CFO  
(Title)

[Signature]  
(Witness)



Great American Insurance Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Susan D. Martin

(Title)

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than 1

Bond No. Bid Bond

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name  
Susan D. Martin

Address  
P.O. Box 90758  
Albuquerque, NM 87199

Limit of Power  
\$100,000,000.00

Principal: Energies Services, LLC

Obligee: Adams County Finance Department Purchasing Division

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29th day of June, 2018.

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

DAVID C. KITCHEN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29th day of June, 2018, before me personally appeared DAVID C. KITCHEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 06-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of June 2018



*My L C. B.*  
Assistant Secretary