

ADAMS COUNTY
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 24 day of July, 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, Whitestone Construction Services, Inc., located at 1930 Central Ave, Unit C, Boulder, CO 80301, 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:

**2018.617 / General Contractor (GC) Lobby Improvements Project – District Attorney
(DA) Building**

- 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 Exhibit A.: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the

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

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

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

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

Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

4.1. Term of Agreement: The work to be performed under this Agreement shall be for DECEMBER 31, 2018.

5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of Three Hundred Twenty-five Thousand Seven Hundred Fifty-four Dollars (\$325,754.00).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to

estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

5.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.

5.6. 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.

6. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

6.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to

perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

7. WARRANTY

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

8. SUBCONTRACTING

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

9. CHANGE ORDERS OR EXTENSIONS

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

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

10. INSPECTIONS, REVIEWS AND AUDITS

10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 10.1.1. Work to be completed, if any; and,
- 10.1.2. Work not in compliance with the Agreement, if any; and,
- 10.1.3. Unsatisfactory work for any reason, if any.

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

11. CLEAN-UP

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

12. PROJECT ADMINISTRATION

12.1. The Project Manager for this Agreement shall be Cat Townsend, who can be reached by phone at 720-523-6304. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. NONDISCRIMINATION

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

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

14. INDEPENDENT CONTRACTOR

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

15. INDEMNIFICATION

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

16. INSURANCE

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

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence	\$1,000,000
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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.

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

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

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

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

16.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the

Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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

17. TERMINATION

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

18. BONDING:

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

19. MUTUAL UNDERSTANDINGS

- 19.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and

jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

- 19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, 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.
- 19.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 19.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 19.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 19.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 19.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 19.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 19.7.2. Immediately upon hand delivery; or,
 - 19.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 19.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Facilities & Fleet Management

Contact: Cat Townsend
Address: 4430 S. Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720.523.6304
E-mail: ctownsend@adcogov.org

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: ssprague@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: Whitestone Construction Services, Inc.
Contact: Alison S. Timpe
Address: 1930 Central Ave., Unit C.
City, State, Zip: Boulder, CO 80301
Phone: 303.661.0613
E-mail: Alison@whitestone-construction.com

- 19.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 19.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 19.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 19.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS

Chair Mary Hodge Date 7/23/18

WHITESTONE CONSTRUCTION SERVICES, INC.

Signature Alison S. Timpe Date July 12 2018

Printed Name Alison S. Timpe Title Project Manager

ATTEST:

Stan Martin, Clerk and Recorder

Channah
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

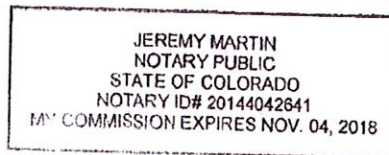
COUNTY OF BOULDER)

STATE OF COLORADO)SS.

Signed and sworn to before me this 12TH day of July, 2018,

by Alison Timpe,

Notary Public



My commission expires on: 11/4/18
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

EXHIBIT A.

Prepared By: Shannon E. Sprague, CPPB
Date: 5/10/2018

2018.617 Attachment B. - GC Lobby Improvements - DA Building PROJECT-Bid Schedule Pricing*

Item No.	Item Description	Unit of Measure	Est. Qty	Unit Price	Total Unit Cost
1	Safety Glass - 16 CFR 1201, Category II	SF	384	\$ 571.90	\$ 219,609.60
2	Tempered Glass - 1"	SF	64	\$ 21.10	\$ 1,350.40
3	Bullet Resistant Glass - Level 4	SF	684	\$ -	\$ -
4	Tile Patch-Contractor Provided/Installed	SF	100	\$ 44.56	\$ 4,456.00
Fixed Base Bid Amount					\$ 225,416.00
6	Add Alternate - Bullet Resistant - Level 4	LS	1		\$ 100,338.00
Overall Total Project Amount: Alternate Included					\$ 325,754.00
Overall Anticipated Total Project ARO (Calendar Days)					70

Proposers shall provide the line item breakdown of work per the Scope of Work as noted below. Additional Line Items may be added to ensure that all project fees and pricing are represented. Adams County will not consider fees "after the fact" that have **not been listed on the bid schedule pricing form.*

**Quantities are approximate contractors to price based on their field measurements.*

Shannon Sprague

From: Alison Timpe [alison@whitestone-construction.com]
Sent: Friday, June 22, 2018 3:28 PM
To: Shannon Sprague
Subject: RE: DA Lobby Revised Pricing -ses62218

Yes it does. If they go forward with it we would like to sit down with everyone including the architect to review the hardware and all the little nuances with the ballistic frame and glass to be sure we are all agreed on the finishes and what it will look like.

Thanks
Have a great weekend

Alison Timpe

Whitestone Construction Services, Inc.
1930 Central Avenue, Unit C
Boulder, CO 80301
Phone (303) 661-0613
Cell (303) 818-9049
Fax (303) 661-0895

e-mail = alison@whitestone-construction.com
website = www.whitestone-construction.com



For all accounting questions or invoices please email : accounting@whitestone-construction.com

From: Shannon Sprague <SSprague@adcogov.org>
Sent: Friday, June 22, 2018 2:14 PM
To: Alison Timpe <alison@whitestone-construction.com>
Subject: RE: DA Lobby Revised Pricing -ses62218

Thanks Alison! This is great news! I will relay this information to Matt and Cat and let you know if add alternate is going to be accepted. Does this price ensure that the frames can support the weight of the glass or...? I just want to make sure per our previous discussions.

I am going to get this project in front of the BOCC for the 7/10/18 public hearing.

I will be in-touch with any other questions.

Thanks A Bunch!



Shannon E. Sprague, CPPB
Contract Specialist II, Finance Department
ADAMS COUNTY, COLORADO
4430 S Adams County Pkwy Ste C4000A

From: Alison Timpe [<mailto:alison@whitestone-construction.com>]
Sent: Friday, June 22, 2018 11:37 AM
To: Shannon Sprague
Subject: DA Lobby Revised Pricing

Shannon,

Attached is the revised pricing for the Ballistic glass store front for alternate #1.

This reduced the price \$8,948.00

Please let me know if you have any questions.

Thank you,

Alison Timpe

Whitestone Construction Services, Inc.
1930 Central Avenue, Unit C
Boulder, CO 80301
Phone (303) 661-0613
Cell (303) 818-9049
Fax (303) 661-0895

e-mail = alison@whitestone-construction.com
website = www.whitestone-construction.com



For all accounting questions or invoices please email : accounting@whitestone-construction.com

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Whitestone Construction Services, Inc.
1930 Central Ave., Unit C
Boulder, CO 80301

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Adams County
4430 S Adams County Parkway
Brighton, CO 80601

BOND AMOUNT:

5% of Final Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

GC Lobby Improvements Inspection Project - DA Building
31000 Judicial Center Drive, Brighton CO 80601

Project Number, if any:

IFB-SS-2018-617

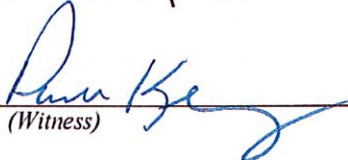
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of June 2018


(Witness)


(Witness)

Whitestone Construction Services, Inc.

(Principal)

(Seal)

(Title)

President - Justin Blais

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Title)

Attorney-in-Fact - Matt Honea

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael D. Taggart; Douglas A. Bollman; Douglas P. Grande and/or Matt Honea

of Boulder, Colorado its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jentz
Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 1st day of January, 2016



Scott R. Bolan
Secretary

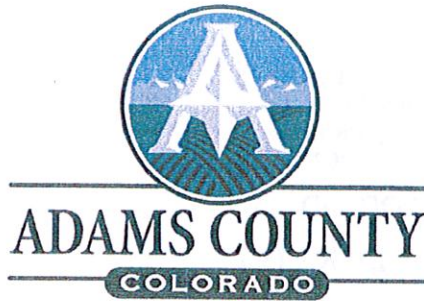
Prepared By: Shannon E. Sprague, CPPB
Date: 5/10/2018

2018.617 Attachment B. - GC Lobby Improvements - DA Building PROJECT-Bid Schedule Pricing*

Item No.	Item Description	Unit of Measure	Est. Qty	Unit Price	Total Unit Cost
1	Safety Glass - 16 CFR 1201, Category II	SF	384	\$ 571.90	\$ 219,609.60
2	Tempered Glass - 1"	SF	64	\$ 21.10	\$ 1,350.40
3	Bullet Resistant Glass - Level 4	SF	684	\$ -	\$ -
4	Tile Patch-Contractor Provided/Installed	SF	100	\$ 44.56	\$ 4,456.00
Fixed Base Bid Amount					\$ 225,416.00
6	Add Alternate - Bullet Resistant - Level 4	LS	1		\$ 109,286.00
Overall Total Project Amount: Alternate Included					\$ 334,702.00
Overall Anticipated Total Project ARO (Calendar Days)					240

**Proposers shall provide the line item breakdown of work per the Scope of Work as noted below. Additional Line Items may be added to ensure that all project fees and pricing are represented. Adams County will not consider fees "after the fact" that have not been listed on the bid schedule pricing form.*

**Quantities are approximate contractors to price based on their field measurements.*



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

INVITATION FOR BID
CONTRACTOR'S STATEMENT

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

BID SUMMARY

OVERALL TOTAL PROJECT AMOUNT:

\$ 334,702.00

(Amount in Figures)

Three hundred thousand seven hundred and two dollars and 00/100

(Written Amount) DOLLARS.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): 1, 2, 3, 4, and 5

Whitestone Construction Services, Inc.

Contractor Name

June 11, 2018

Date

Alison S. Timpe

Signature

Alison S. Timpe

Printed Name

Corp Secretary

Title

1930 Central Ave, Unit C

Address

Boulder, CO 80301

City, State, Zip Code

Boulder

County

303-661-0613

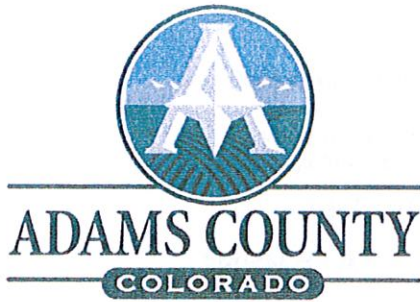
Telephone

303-661-0895

Fax

Alison@whitestone-construction.com

Email



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

**INVITATION FOR BID
SUBMISSION CHECK LIST**

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

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

May any other governmental entity avail itself of this Agreement and purchase any and all items specified?

YES ☐ NO ☒

Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement?

☒ YES ☐ NO

Original and the number of copies specified enclosed including electronic copy?

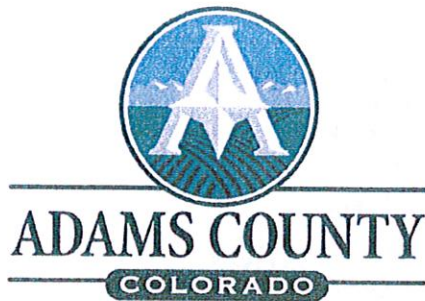
☒ YES ☐ NO

If applicable, have all necessary Bonds been included?

☒ YES ☐ NO

Contractor Certification of Compliance signed and enclosed?

☒ YES ☐ NO



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

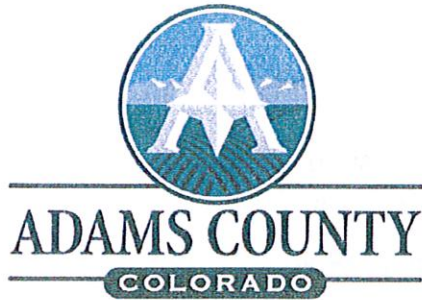
**INVITATION FOR BID
REFERENCE FORM**

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	Thistle Housing
Reference Name	676 22nd Street, Boulder, CO 80302
Reference Email Address	Rechel Dunham, rdunham@thistle.us
Telephone Number	303-443-0007
Project Name	Pinewood Rehabilitation
Project Value	\$ 1,840,000.00

Company Name	UNC
Address	501 20th Street, Greeley, CO 80639
Reference Name	Jimmy Maock
Reference Email Address	Jimmy.mock@unco.edu
Telephone Number	970-351-1892
Project Name	Dickeson and Sabin Hall Refurbishment
Project Value	\$ 332,100.00

Company Name	
Address	CU Boulder, 3500 Marine St. Rm 123 Boulder 80309
Reference Name	Patricia McNally-Leef
Reference Email Address	Patricia.McNallyLeef@colorado.edu
Telephone Number	303-735-2580
Project Name	Reed Crosman Refurbishment
Project Value	\$ 387,215.00



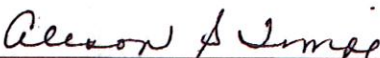
Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**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.

Whitestone Construction Services, Inc.
Contractor Name

Alison S. Timpe
Printed or Typed Name


Signature

Corp Secretary
Title

June 11, 2018
Date

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

WHITESTONE CONSTRUCTION SERVICES, INC.

is a

Corporation

formed or registered on 07/24/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011145417 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/04/2018 that have been posted, and by documents delivered to this office electronically through 07/09/2018 @ 11:59:12 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/09/2018 @ 11:59:12 in accordance with applicable law. This certificate is assigned Confirmation Number 10995315 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Performance Bond

The Owner, **Board of County Commissioners of Adams County, Colorado** (the "Owner") and the Contractor, **Whitestone Construction Services, Inc** (the "Contractor") have entered into a Contract (the "Contract") dated _____ for **2018.617 GC Lobby Improvements – DA Building** (the "Project"). The Contract is incorporated by reference into this Performance Bond (the "Bond").

By virtue of this Bond, the Contractor as Principal and **The Cincinnati Insurance Company as Surety** ("Surety"), are bound to the Owner as Obligee in the maximum amount of **three hundred twenty-five thousand, seven hundred fifty-four and 00/100 Dollars (\$325,754.00)** (the "Bond Sum"). The Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS** It is the condition of this Bond that if the Contractor performs its Contract obligations (the "Work"), the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract. The Owner may not invoke the provisions of this Bond unless the Owner has performed its obligations pursuant to the Contract. Upon making demand on this Bond, the Owner shall make the Contract Balance (the total amount payable by the Owner to the Contractor pursuant to the Contract less amounts properly paid by the Owner to the Contractor) available to the Surety for completion of the Work.

2. **SURETY OBLIGATIONS** If the Contractor is in default pursuant to the Contract and the Owner has declared the Contractor in default, the Surety promptly may remedy the default or shall:

- a. Complete the Work, with the consent of the Owner, through the Contractor or otherwise;
- b. Arrange for the completion of the Work by a Contractor acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Work progresses sufficient funds to pay the cost of completion of the Work less the Contract Balance up to the Bond Sum; or
- c. Waive its right to complete the Work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the Work less the Contract Balance.

3. **DISPUTE RESOLUTION** All disputes pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Contractor or Substantial Completion of the Work, whichever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

This Bond is entered into as of **July 5th, 2018**.

SURETY

The Cincinnati Insurance Company (seal)

By: _____

Print Name: **Matt Honea**
Print Title: **Attorney-in-Fact**

ATTEST: _____

CONTRACTOR

Whitestone Construction Services, Inc. (seal)

By: _____

Print Name: **Justin Blais**
Print Title: **President**

ATTEST: _____

(Additional signatures, if any, appear on attached page)

END OF DOCUMENT

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael D. Taggart; Douglas A. Bollman; Douglas P. Grande and/or Matt Honea

of Boulder, Colorado

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 1st day of January, 2016



Scott R. Bolan
Secretary

Payment Bond

The Owner, **Board of County Commissioners of Adams County, Colorado** (the "Owner") and the Contractor, **Whitestone Construction Services, Inc** (the "Contractor") have entered into a Contract (the "Contract") dated _____ for **2018.617 GC Lobby Improvements – DA Building** (the "Project"). The Contract is incorporated by reference into this Payment Bond (the "Bond").

By virtue of this Bond, the Contractor as Principal and **The Cincinnati Insurance Company as Surety** ("Surety"), are bound to the Owner as Obligatee in the maximum amount of **three hundred twenty-five thousand, seven hundred fifty-four and 00/100 Dollars (\$325,754.00)** (the "Bond Sum"). The Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. **GENERAL CONDITIONS** It is the condition of this Bond that if the Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the work required by the Contract, the Surety's obligations pursuant to this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract.
2. **SURETY OBLIGATION** Every Claimant who has not been paid in full before the expiration of a period of ninety (90) Days after such Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, may have a right of action on this Bond. The Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.
3. **LIMITATION OF ACTION** No suit or action shall be commenced on this Bond by any Claimant:
 - a. Unless Claimant, other than one having a direct Contract with the Contractor, shall have given written notice to the Contractor, the Owner and the Surety within ninety (90) Days after the Claimant provided or performed the last of the work or labor, or furnished the last of the materials for which the claim is made, stating with substantial accuracy the amount claimed and the name of the Party to whom the materials were furnished, or for whom the work or labor was provided or performed. Such notice shall be served by any means which provides written third party verification of delivery to the Contractor at any place it maintains an office or conducts business, or served in any manner in which legal process may be served in the state in which the Project is located.
 - b. After the expiration of one (1) year from the date on which the Claimant last performed labor or furnished materials or equipment on the Project. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.
 - c. Other than in any court of competent jurisdiction in the location in which the Project is located.
4. **CLAIMANT** A Claimant is defined as an individual or entity having a direct contract with the Contractor or having a contract with a subcontractor having a direct contract with the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

This Bond is entered into as of **July 5th, 2018**.

SURETY

The Cincinnati Insurance Company (seal)

By: _____

Print Name: **Matt Honea**
Print Title: **Attorney-in-Fact**

ATTEST: _____

CONTRACTOR

Whitestone Construction Services, Inc. (seal)

By: _____

Print Name: **Justin Blais**
Print Title: **President**

ATTEST: _____

(Additional signatures, if any, appear on attached page)

END OF DOCUMENT

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael D. Taggart; Douglas A. Bollman; Douglas P. Grande and/or Matt Honea

of Boulder, Colorado

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

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"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

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"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jantz

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 1st day of January, 2016



Scott R. Boen
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Taggart and Associates, Inc 1680 38th Street, Suite 110 P. O. Box 147 Boulder CO 80306	CONTACT NAME: Austin Nikel PHONE (A/C, No, Ext): (303) 442-1484 FAX (A/C, No): (303) 442-8822 E-MAIL ADDRESS: anikel@taggartinsurance.com
INSURED Whitestone Construction Services, Inc. 1930 Central Avenue Unit C Boulder CO 80301	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide (Allied Group/Amco) NAIC # 42579 INSURER B: Pinnacol Assurance 41190 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18/19 Whitestone Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PROJECT	LOC				
	OTHER:					
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					
A	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 5,000,000
A	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$	ACP3046581555	4/1/2018	4/1/2019	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y 4049427	10/1/2017	10/1/2018	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Adams County and the Colorado Department of Transportation are included as additional insureds to the general liability and auto liability as required per written contract. A waiver of subrogation in favor of Adams County and the Colorado Department of Transportation applies to the general liability, auto liability and workers compensation as required per written contract.

CERTIFICATE HOLDER**CANCELLATION**

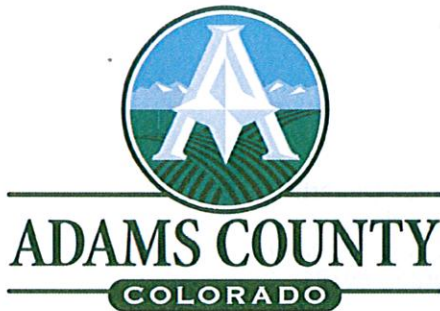
Adams County
4430 South Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Austin Nikel/CMB

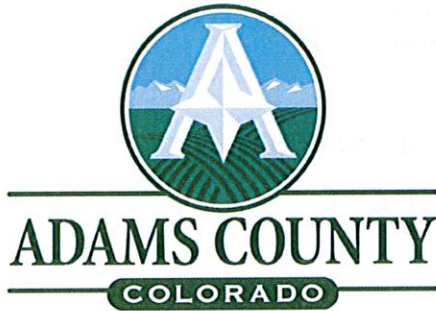
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Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

INVITATION FOR BID (IFB)
COVER SHEET

IFB Issue Date:	May 10, 2018
IFB Number:	IFB-SS-2018-617
IFB Title:	GENERAL CONTRACTOR (GC) LOBBY IMPROVEMENTS INSPECTION PROJECT – DISTRICT ATTORNEY (DA) BUILDING
Pre-Bid Meeting:	MANDATORY May 18, 2018 at 1:00 P.M., MT <u>Adams County DA Building – Front Lobby</u> 1000 Judicial Center Drive, Brighton, CO 80601
IFB Questions Due:	May 22, 2018 by 12:00 p.m., MT
Bid Due Date:	May 29, 2018, 2:00 pm MT, Our Clock
Bid will be received at:	4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
Goods or services to be delivered to or performed at:	Adams County DA Building
For additional information please contact:	Shannon E. Sprague, Contract Specialist 720-523-6052
Email Address:	ssprague@adcogov.org
Documents included in this package:	Bid Instructions General Terms and Conditions Specifications/ Scope of Work Pricing Form; Fee Proposal, Unit Pricing Submission Check List Contractor's Certificate of Compliance Contractor's Statement Reference Form Exhibit A. – Sample Agreement Construction Documents - Drawings & Specification by DLR Group 05/01/18



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

**INVITATION FOR BID
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The purpose of this IFB is to purchase goods and services for **GENERAL CONTRACTOR (GC) LOBBY IMPROVEMENTS INSPECTION PROJECT – DA BUILDING** as specified herein from contractors that will give prompt and efficient service to the County.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

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

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

*** All IFB submittals shall include the following label directly on the front of the envelope:**

ATTN: Shannon E. Sprague, CPPB
Contract Specialist
IFB-SS-2018-617 / **GENERAL CONTRACTOR (GC) LOBBY IMPROVEMENTS
INSPECTION PROJECT – DA BUILDING**

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **GENERAL CONTRACTOR (GC) LOBBY IMPROVEMENTS INSPECTION PROJECT**.
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. Bonds may be submitted on the Standard AIA form.

5.6. Liquidated Damages will not apply.

6. CONTRACTUAL OBLIGATIONS

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

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

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

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

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

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

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

7. PRE-BID CONFERENCE IS **MANDATORY**:

7.1. A **MANDATORY** pre-bid conference will be held on Friday, May 18th at 1:00 P.M. MST, at the Adams County DA Building - Front Lobby, 1000 Judicial Center Drive, Brighton, CO, 80601, 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 adhere to all mandatory requirements when entering and visiting a secured facility, i.e. tools, camera, restricted access areas, 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.

8.1. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to on or before the questions due date as noted above:

Name: Shannon E. Sprague, CPPB, Contract Specialist II,
Purchasing Division, Adams County

Email: ssprague@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.

9. 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.

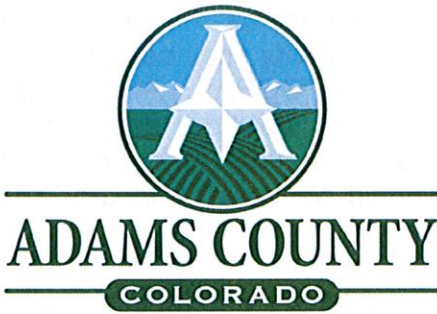
10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of 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.

11. 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.

12. **BUDGET:** Budget will not be disclosed.

13. **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

14. **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").

15. CONTENTS OF BIDS

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

15.1.1. 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.

15.1.2. 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.

15.1.3. 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.

16. 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.

17. 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.

18. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

18.1. 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.

18.1.1. 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.

18.1.2. 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.

18.1.3. **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.**

18.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

18.2.1. 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.

18.2.2. 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.

18.2.2.1. Federal Identification Number: 84-6000732

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

19. SIGNING BID

19.1. 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.

20. PREPARATION AND SUBMISSION OF BID

20.1. PREPARATION

20.1.1. 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.

20.1.2. 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.

20.1.3. 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

20.1.4. **Unit prices** shall be provided by the Contractor on the Pricing Form (**See Attachment B. - Bid Schedule Pricing**). 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.

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

20.1.6. 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.

20.2. SUBMISSION

- 20.2.1. 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.
- 20.2.2. 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.
- 20.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 20.2.4. 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.
- 20.2.5. 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.
- 20.2.6. 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.

21. LATE BIDS

- 21.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 21.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system. 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: IFB-SS-2018-617 / GENERAL CONTRACTOR (GC) LOBBY IMPROVEMENTS INSPECTION PROJECT – DA BUILDING
- 21.3. 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.

22. MODIFICATIONS/WITHDRAWAL OF BIDS

22.1. 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.

22.2. WITHDRAWAL OF BIDS

22.2.1. 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.

22.2.2. 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.

23. REJECTION OF BIDS

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

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

23.1.2. Re-advertise this Solicitation;

23.1.3. Postpone or cancel the process;

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

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

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

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

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

23.2.4. 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

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

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

24. ELIMINATION FROM CONSIDERATION

24.1. 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.

24.2. 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.

24.3. 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.

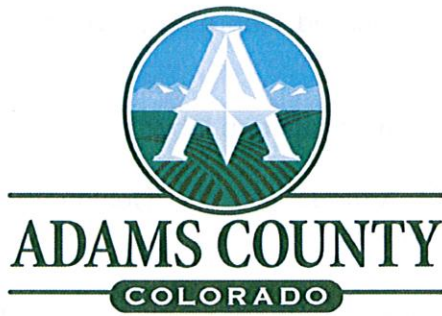
24.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

24.5. 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.

25. **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.

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

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

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

I. SPECIFICATIONS/SCOPE OF WORK:

Adams County (County) is seeking proposals from qualified general contracting firms to provide construction of the lobby improvements located at the District Attorney (DA) Building, 1000 Judicial Center Drive, Brighton, CO 80601.

Complete construction drawings, specifications and documents are issued as part of this IFB that represents pricing and for issuing permits and record drawings.

Construction is to comply with Adams County Construction Standards and all current building codes.

i. BID PACKAGE – SCOPE OF WORK ATTACHMENTS:

1) 2018.617 - ATTACHMENT A. – CONSTRUCTION SPECIFICATION DOCUMENTS

- i. 2018.617 - ATTACHMENT A. – CONSTRUCTION SPECIFICATIONS
- ii. 2018.617 - ATTACHMENT B. – BID SCHEDULE
- iii. 2018.617 - ATTACHMENT C. – CONSTRUCTION DRAWINGS
- iv. 2018.617 - EXHIBIT A. – SAMPLE AGREEMENT

ii. Project Work Location: DA Building, 1000 Judicial Center Drive, Brighton, CO 80601

A.1. Contractor Minimum Work Requirements:

- 1. Contractors shall construct the lobby improvements for a complete, ready to use operations in accordance with **2018.617 – Attachment A. - Contract Specification Documents** dated 05/01/18 by DLR Group. These costs are all inclusive within the bid proposals.
- 2. The general scope includes temporary security during construction activities, demo existing exterior revolving door and existing reception station, add new storefront, windows, guard station casework and counter tops, half wall with supports for relocation of slate countertop, floor tile patching and repairs, replace integrated recessed walk off mat, electrical, data and security cameras raceways.
- 3. Adams County shall reserve the right to adjust the work schedule to add or decrease as Budget and time permits.

4. Contractor shall communicate with Adams County Designated Representative daily on job and material status.
5. The Contractor must provide a minimum of one (1) year materials and labor warranty.
6. An initial work schedule must be submitted to Adams County Designated Representative within (10) days of being awarded the contract.
7. All proposals will be written as an all inclusive not to exceed cost based on pricing as submitted in Attachment B. – Bid Schedule Pricing. The final contract will be awarded after final negotiations with the Contractor, if deemed necessary.

A.2. Work Hours:

1. Due to the nature of the surrounding environment and to minimize work place interruptions alternate hours may be required. This will be the discretion of Adams County Designated Representative. **(See Attachment A. – Construction Specifications)**

A.3. Estimated Project Schedule:

1. The included schedule is currently estimated but provides the general intent for completion of the Construction activities associated with this project. The final schedule will be reviewed and updated with the selected Firm during the construction process, and verified with fabrication shop timeframe.

Request for Quote Released:	May 10, 2018
Pre-Bid Meeting:	May 18, 2018
Questions Due:	May 22, 2018
Addendum Issue:	May 23, 2018
Bids Due Date:	May 29, 2018
Notice of Award:	June 27, 2018
Obtain Permit:	June 27, 2018
Pre-Construction Meeting:	July 2, 2018
Shop Drawings/Ordering	July 2, 2018 – September 3, 2018
Construction:	September 4, 2018 - October 16, 2018

A.4. Task Schedule and Timeline

1. Any and all after hours work, Saturday, Sunday, or Holiday shall be approved in writing by the County Owner prior to work commencement. No additional fees shall be accepted.
2. County Facility Designee shall receive a full project completion schedule to use as reference throughout the duration of the project.
3. Any and all changes and/or modifications identified to the work schedule due to long lead equipment items and/or unforeseen events shall be provide to the County Owner in writing within twenty-four (24) hours of discovery, so necessary work completion extensions can be reviewed and approved by the County Owner.

4. Work shall be completed on or before 10/16/2018 unless otherwise specified in writing by the County Contract Specialist and confirmed via Change Order. All work must be inspected and accepted on or before 10/16/2018.
5. A work schedule must be included in all submittals. County Owner shall give final approval of the work schedule within ten (10) days of awarded contract and/or sooner is deemed in the best interest of the County.

A.5. Payment

1. Payments will be made for materials and final project work completed. The County Owner must approve all invoices submitted for payment by the Contractor prior to issuance of payment.

A.6. Additional Work Term

1. Any and all additional work requested through and to include 12/31/2018 at the time and materials labor rates provide in the submittal.

****End of Scope for the Bid Package: 2018.617 / GC Lobby Improvements at DA Building****

III. RESPONSE FORMAT

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

SUBMISSION OF BIDS: **Two (2) hardcopies (to include one (1) ORIGINAL and one (1) 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.

Any and all provide Excel documents shall be completed and provided in the electronic bid submittal.

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

Pricing Form: **2018.617 / GC Lobby Improvements**
at DA Building

I.

I. **Pricing Form:**

1. All bids shall include a completed **Attachment B. – Bid Schedule Pricing Sheet*** in the Excel format provided on the USB or CD file.

*All costs must be listed and all itemized rates shall be included in all submittals as specified. All pricing shall include the unit prices as specified and shall reference: **2018.617 / Attachment A. – Construction Specification Documents.**

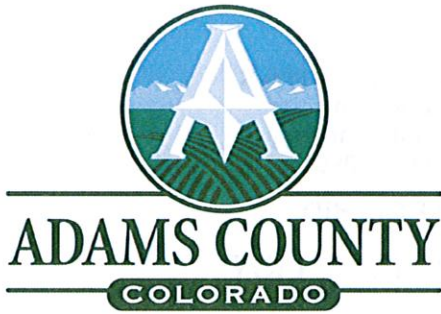
II. **UNIT PRICING:** The unit pricing is for furnish and install including markups as an internal reference and potential revised and/or additional work.

1. Adams County may selectively identify other work to be added or removed from the Scope of Work and shall require that the following unit pricing to be held through December 31, 2018:
2. DO NOT attach a quote.
3. Costs must remain firm for 120 days from time of the submittal due date.

III. **Prompt Payment Discount:**

Percentage of prompt payment discount, if offered _____ %

Total Submittal Price with discount \$ _____



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

**INVITATION FOR BID
CONTRACTOR'S STATEMENT**

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

BID SUMMARY

OVERALL TOTAL PROJECT AMOUNT:

\$

(Amount in Figures)

DOLLARS.

(Written Amount)

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all):

Contractor Name

Date

Signature

Printed Name

Title

Address

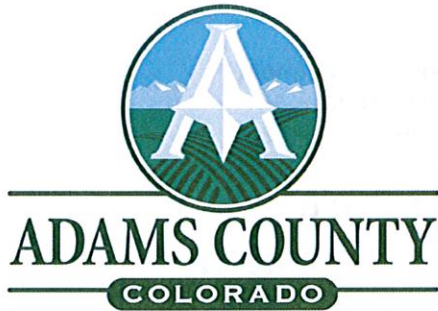
City, State, Zip Code

County

Telephone

Fax

Email



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

**INVITATION FOR BID
SUBMISSION CHECK LIST**

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

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

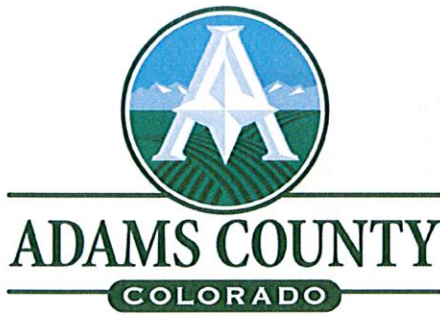
May any other governmental entity avail itself of this Agreement and purchase any and all items specified? **YES NO**

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

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

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

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



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

**INVITATION FOR BID
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Contractor Name

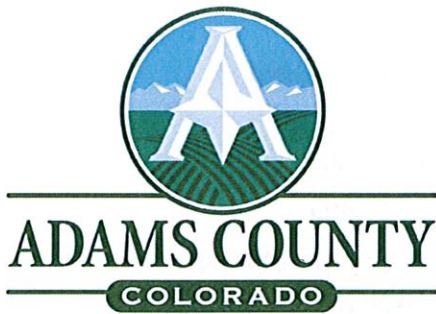
Printed or Typed Name

Signature

Title

Date

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



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Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

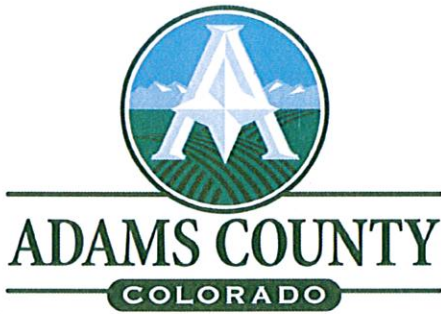
**INVITATION FOR BID
REFERENCE FORM**

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	
Project Value	\$

Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Project Value	\$

Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Project Value	\$



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

INVITATION FOR BID

***EXHIBIT A.
SAMPLE AGREEMENT**

*See attached Sample Agreement Marked EXHIBIT A

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Prepared By: Shannon E. Sprague, CPPB
Date: 5/10/2018

2018.617 Attachment B. - GC Lobby Improvements - DA Building PROJECT-Bid Schedule Pricing*

Item No.	Item Description	Unit of Measure	Est. Qty	Unit Price	Total Unit Cost
1	Safety Glass - 16 CFR 1201, Category II	SF	384	\$ -	\$ -
2	Tempered Glass - 1"	SF	64	\$ -	\$ -
3	Bullet Resistant Glass - Level 4	SF	684	\$ -	\$ -
4	Tile Patch-Contractor Provided/Installed	SF	100	\$ -	\$ -
Fixed Base Bid Amount					\$ -
6	Add Alternate - Bullet Resistant - Level	LS	1		\$ -
Overall Total Project Amount: Alternate Included					\$ -

Overall Anticipated Total Project ARO (Calendar Days)					
--	--	--	--	--	--

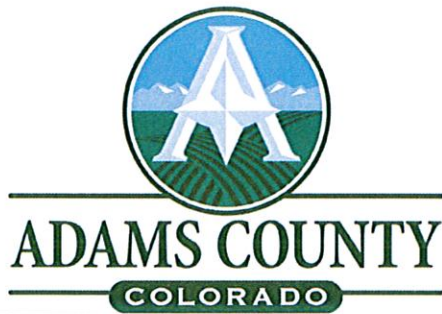
**Proposers shall provide the line item breakdown of work per the Scope of Work as noted below. Additional Line Items may be added to ensure that all project fees and pricing are represented. Adams County will not consider fees "after the fact" that have not been listed on the bid schedule pricing form.*

**Quantities are approximate contractors to price based on their field measurements.*

ON

DATE: FRIDAY, MAY 18, 2018

② - Sub walk - Shop $\left(\frac{1}{2}\right)$ of per watt E. Today - Adding - push back schedule a week
5/25 10 ~~am~~ pm



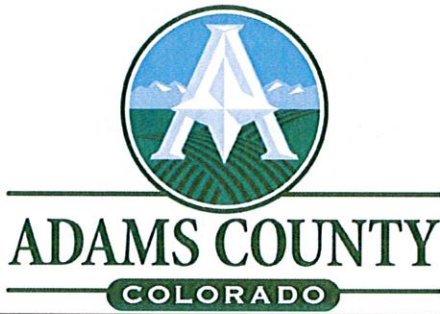
Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

Addendum #1

RFP Issue Date: May 21, 2018
RFP Number: IFB-SS-2018.617
RFP Title: **GENERAL CONTRACTOR – LOBBY
IMPROVEMENTS DISTRICT ATTORNEY PROJECT**

1. A site visit / walk-thru for subcontractors shall be: **Friday, May 25th at 10:00AM MST** at the District Attorney's (DA) Building, 1000 Judicial Branch, Brighton, CO 80601
2. The following is a revised bid schedule:
 - Pre-Bid Meeting: Subcontractor:
 - 10:00 AM MST - May 25, 2018 – Front Lobby / DA Building
 - Questions: 4:00PM MST - May 29, 2018
 - Bids Due: 2:00PM - June 5, 2018
3. Attached separately:
 1. Mandatory Pre-Bid Site Visit / Walk-Thru Attendees

END OF ADDENDUM #1



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

Addendum #3

RFP Issue Date: May 30, 2018
RFP Number: IFB-SS-2018.617
RFP Title: **GENERAL CONTRACTOR – LOBBY
IMPROVEMENTS DISTRICT ATTORNEY PROJECT**

I. The following is a revised bid schedule per Addendum No. 1 & No.2:

- Pre-Bid Meeting: Subcontractor:
 - 10:00 AM MST - May 25, 2018 – Front Lobby / DA Building
- Questions: 4:00PM MST - May 29, 2018
- Bids Due: 2:00PM - June 5, 2018

II. Additional Information:

- i. The building was constructed in 2003. No patching and painting of existing gyp walls are required. Bidders to assume no lead based paint exists.
- ii. The County doesn't anticipate any material that would need testing (concrete, asphalt, compaction) for this project.

III. Answers to Submitted Questions:

- 1) Door schedule and elevations do not match in height of doors. Please confirm if elevation height of 8' is correct.

New storefront doors should match existing at 8'-0" high

- 2) Door schedule calls for HM frames for Doors 100A and 100D. These doors are storefront doors. Please confirm frame material.

The entire storefront system, including doors and frames, are aluminum, with a finish that matches the existing adjacent curtain wall system.

- 3) Doors 100A and 100D are shown as wide-stile on the plans. Existing doors are medium-stile. Please confirm that the new doors shall be wide-stile doors.

New doors should match the existing doors regarding stile width. Medium stile 3-1/2" nominal width / 4" rail height.

- 4) Please confirm that new doors 100A and 100D are desired at 2" thick. Standard door thickness is 1 3/4".

Door thickness is 1-3/4"

- 5) What glazing system is desired for the interior? Note 1 on sheet A2.1 calls for storefront to match existing curtain wall. Wall thickness drawn on plans suggests the system is not storefront. Typical interior storefront with 1/4" glazing is 1 3/4" x 4 1/2". typical exterior storefront with 1" glazing is 2" x 4 1/2".

The interior storefront system thickness will depend upon the glazing type. If Level 4 ballistic glazing is approved, the thickness varies between manufacturers from 1-1/4" to 2-1/8". The framing system will also vary accordingly. If insulated/tempered glazing is used, the overall glazing thickness will be 1", as specified, in a 2" x 4-1/2" aluminum storefront frame.

- 6) Glass type GL-3 is 1" OA Low-E glass and is called out for all interior glass. Please confirm this is actually what is desired. Spec's indicate should match existing which has a blue-green tint.

The information specified for GL-3 Insulated Glass was copied from the existing building as-built specifications. The intent is for this interior glazing to match the manufacturer, color, and type of the exterior glazing. While the insulated aspect is not really necessary since a portion of the vestibule is open to above, it won't hurt having it if it reduces the drafts at the guard station.

- 7) Please clarify which is desired for the alternate- Level 3 or Level 4 bullet resistant glass? Level 4 will require a larger glazing system.

The County has selected Level 4. The storefront system size will ultimately depend on the selected manufacturer.

- 8) Please confirm glazing system for the pass-thru window. Plans show 3" storefront for which there is none available.

Glazing type and framing system thickness and finish should match the new interior system.

- 10) The speaker port and tray - who is to provide? If we are to include in our bid, is the speaker port stainless steel?

Speak port and deal tray are both stainless steel and bullet resistant, and are by the general contractor. Note: There are two (2) speak port locations, but just one deal tray.

- 11) We will need the existing glass specifications to enable us to match.

Existing as-built glazing spec is attached.

- 12) A11.1 Detail 53 indicates to match the existing 4" stainless base. The existing base at the guard counter is 10". Please confirm height of base required.

Four Inch (4") stainless base at new station.

- 13) E2.1 E219 states to run conduit from the data room to the junction box. It is my understanding all conduit for the cameras (j) just need to be routed to the junction box E218 and that box will be routed to the data room, please confirm

The electrical conduit is the only run that needs to go all the way back to the electrical room, the conduit for the cameras and the phone/data just need to be stubbed into the office ceiling to the north of the lobby and then plenum cable can be pulled back to the server room. All cabling needs to be suspended.

- 14) A5.1 detail 44 shows 3" break metal and dip tray. The existing store front is 4". Please confirm we are to match the 4" store front detail at all locations.

If non-ballistic glazing is used, it will be 1" thick at all locations, with a 2" x 4 1/2" aluminum frame. All glazed areas should be consistent. If Level 4 ballistic glazing is approved, refer to above notes for potential glazing thickness and frame manufacturer variations.

- 15) Section 097519 calls for Granite facing. I do not see on the plans where Granite facing would apply. Please advise

Refer to Section 41/A5.1 Pass-through Tray Section. The portion of wall below the transaction window has polished granite wainscot to match the existing granite wainscot throughout the lobby.

- 16) It is our understanding that the base price glass will be tempered, and the alternate will be level 4 bullet resistant, please confirm

Confirmed

- 18) A2.1 Detail 10 indicates that existing Fire pull station to remain, on E2.1 E209 indicates that the Fire pull station is to be relocated, Please advise.

Fire pull stations - (2) thus – will remain. Early in the design process DLR thought we might need to relocate them in order to close off the vestibule around the existing columns, but found a way to use a break metal closure in such a way as to avoid relocating the pull stations. DLR / Owner will need to modify the notes on the electrical drawings to correspond to the note on the architectural drawings.

- 19) Will the amount of owner stock be sufficient to complete the tile work? It was mentioned at the site visit that there was another project that may have left over tile.

DLR anticipates that the amount of owner stock will be sufficient. There is some owner stock from the DA Office building, and some from the adjacent building. Between the two, there should be enough quantity. Tile count shall be confirmed with Matthew Evanoff and the selected contractor. Setting bed / grout materials need to be provided by general contractor, and must match existing.

- 20) What is the Model and manufacturer of the tile?

A copy of the *AdCo DA Lobby_Dimension Floor stone*_as-built spec is attached for reference.

- 21) Who is the manufacturer and model number of the Metal detector?

HI-PE Plus Enhanced Walk-through multi-zone metal detector (www.ceia-usa.com) This is by Owner, but may be contractor installed. Owner to confirm with the selected Contractor.

- 22) What is the magnitude of this project?

The project encompasses all work as specified in the scope of work, drawings, and bidding documents.

- 23) Are we bidding this project for night and weekend work?

All work shall be as specified in the scope of work, drawings, and bidding documents.

- 24) Who is the manufacturer of the Architectural panels in the ceiling?

Architect does not have this information. Matthew Evanoff shall confirm with the selected Contractor regarding as-built information for this ceiling. In any case, the product and finish should match existing adjacent ceiling.

25) Who is the manufacturer of the walk off mat?

A copy of the as-built spec AdCo DA Lobby_Floor Mats and Frames is attached for reference.

26) Will another site visit be scheduled for sub contractors?

A sub-contractor walk-through was held May 25th

END OF ADDENDUM #3

