

**ADAMS COUNTY  
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 17 day of December, 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, G & G Rebar, Inc., located at 436 Harvard Street, Brush, CO 80723, 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:

**IFB No. 2018.639 / 90'x90' Concrete Slab Project**

- 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 dated 9/24/18 as specified as Exhibit A. hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

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



- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.
- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

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





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

### **3. RESPONSIBILITIES OF THE COUNTY**

The County shall:

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

### **4. TERM**

- 4.1. Term of Agreement: The work to be performed under this Agreement shall be through and to include 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 Fifty-four Thousand Nine Hundred Twenty-five Dollars Two Cents (\$54,925.02).

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. 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.

5.4. 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.

5.5. 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 Erik Bryant, who can be reached by phone at 720-523-6001 / ebryant@adcogov.org. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

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

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

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

### 13. NONDISCRIMINATION

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

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

### 14. INDEPENDENT CONTRACTOR

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

### 15. INDEMNIFICATION

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

### 16. INSURANCE

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



approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

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

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

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

Personal Injury Protection Per Colorado Statutes

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

## **17. TERMINATION**

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

## **18. BONDING:**

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

## **19. MUTUAL UNDERSTANDINGS**

- 19.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, 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 Management  
Contact: Erik Bryant  
Address: 4430 S. Adams County Parkway  
City, State, Zip: Brighton, CO 80601  
Phone: 720.523.6001  
E-mail: [ebryant@adcogov.org](mailto:ebryant@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](mailto: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: G & G Rebar, Inc.  
Contact: Jose Garcia  
Address: 605 South Kuner Road, Suite 107  
City, State, Zip: Brighton, CO 80601  
Phone: 720.379.7848  
E-mail: [aserna@ggrebar.com](mailto:aserna@ggrebar.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:

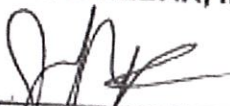
ADAMS COUNTY COLORADO  
COUNTY MANAGER

  
\_\_\_\_\_  
Raymond H. Gonzales

1/17/2018

\_\_\_\_\_  
Date

G & G REBAR, INC.

  
\_\_\_\_\_  
Signature

11/30/2018  
\_\_\_\_\_  
Date

Jeffrey Grant  
\_\_\_\_\_  
Printed Name

11/30/2018  
\_\_\_\_\_  
Title

ATTEST:

Stan Martin, Clerk and Recorder

  
\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_ )SS.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

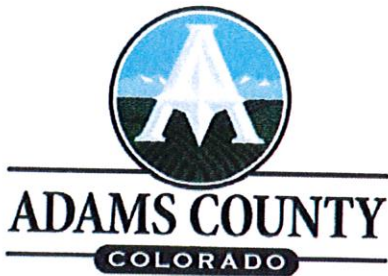
by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_







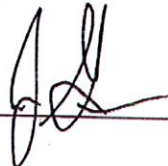
Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

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.

G & G Rebar, INC  
Contractor Name

Jose Garcia  
Printed or Typed Name

  
Signature

President  
Title

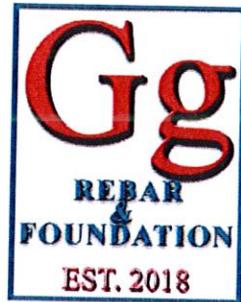
10/10/2018  
Date

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.



EXHIBIT A.

G&G Rebar and Foundations  
Office: (720) 379-7848  
Cell: (970) 467-4274  
Email: aserna@ggrebar.com  
www.ggrebar.com



**Adams County  
IFB-SS-2018-639  
70' 70' Concrete Slab Project Proposal**

Flatrock Training Center:  
23600 E 128<sup>th</sup> Ave  
Commerce City, CO 80022  
October 10, 2018

Bid Prepared by G&G Rebar, INC.

A handwritten signature in black ink, appearing to be 'Jose Garcia', is written over a horizontal line.

Jose Garcia, President



## **Adams County Flatrock Proposal**

G&G Rebar and Foundation is the element behind the steel. As a certified minority owned small business, we specialize in the installation of reinforcing steel and concrete services. Our knowledge, experience, and quality of work make us the premier installation company in Colorado. Our services are compliant with all ASTM, ACI, and CRSI standards.

Thank you for the opportunity to submit a proposal for your rebar and concrete installation project. Please see below for pricing and details.

### **Scope of Work:**

Installation of reinforcing steel and concrete for a 70'x70' concrete slab located at: 23600 E 128<sup>th</sup> Ave. Commerce City, CO 80022 on the south east area of the property, directly east of the defensive tactics building. All materials, tools, equipment, and labor are included in this proposal package. G&G Rebar understands the county's desire for a prompt project start and completion and our team is ready to begin work within 10 days of receipt of a Notice to Proceed (NTP).

### **Inclusions:**

- Rebar materials and concrete materials, tax exempt.
- Bid Bond at 100% by project commencement.
- Tire Wire, PPE & Safety equipment and field labor to install reinforcing steel in accordance with CRSI and the above referenced specifications. Installations of rebar chairs and dobies are included.
- 6" thick of 4,000psi fiber mesh concrete with reinforcement of #4 rebar in all directions at 24" on center spacing.
- Set forms. Concrete will be finished with a medium texture.
- Grading plan with storm water runoff routes. Overburden to be relocated to assigned area on the facility location, as per pre-bid meeting discussion.









### **Exclusions:**

- Slump and compaction testing, as per pre-bid meeting discussion.
- Permitting, as per pre-bid meeting discussion.





## Project Schedule:

Task Mode	Task Name	Duration	Start	Finish	Predecessors
	Adams County Proposal Project Schedule (IFB-SS-2018-639)	16 days	Wed 10/10/18	Wed 10/31/18	
	NTP Award (tentatively)	0 days	Wed 10/10/18	Wed 10/10/18	
	Submit Material Orders	2 days	Thu 10/11/18	Fri 10/12/18	2FS+1 day
	Receive Materials and Deliver to Job Site	1 day	Mon 10/22/18	Mon 10/22/18	3FS+5 days
	Commence Site Grading	2 days	Mon 10/22/18	Tue 10/23/18	4SS
	Installation of Rebar	2 days	Wed 10/24/18	Thu 10/25/18	5
	Pour Concrete and Finish with Medium Texture	2 days	Mon 10/29/18	Tue 10/30/18	6
	Site Clean Up and Project Wrap Up	1 day	Wed 10/31/18	Wed 10/31/18	7





## References:

Please refer to Appendix A for list of references. G&G Rebar is consistently known for our attention to detail, meeting project goals and deadlines, and highest quality installation. Please see the projects page of our website for more information on our completed rebar and concrete work.  
[www.ggrebar.com](http://www.ggrebar.com)

## Time and Material Hourly Rates:

Position Title	Regular Hourly Rate/Overtime Rate	Total Estimated Hours
Foreman- Rebar	\$37.40/NA	40
Forman- Concrete	\$40/NA	40
Rebar Installers	\$20-22/\$30-33	40
Concrete Installers	\$20-22/\$30-33	40
Administrative	\$25/NA	5

Total:	\$33,229.02
Discount for Prompt Payment:	2%
Total Submittal Price with Discount:	\$32,564.44

## Special Conditions:

1. This proposal is for the installation of concrete based on the award of all items and estimated quantities listed above. Rebar materials are quoted as ASTM A615 Grade 60.
2. All work shall be performed per industry standard and shall be in compliance with the drawings and specifications provided by said scope of work. All installation and materials will meet the ASTM and CRSI standards.
3. Uncoated and Epoxy Coated as noted on the items. Pricing includes shop drawings, fabrication, delivery of 40,000 lb truckloads, and 1-hour unloading time per truck. Short loads and/or extended unload time may be subject to additional cost.
4. Mobilization is included.



5. G&G Rebar and Foundations, INC. will invoice twice monthly, the 1st and the 15th. Contractor guarantees to pay within 30 days of the date of the invoice. ~~Retainage shall be held at a maximum of 5% on labor only. Concrete, Materials, PT Materials, Change orders, Extra work, etc. will not be subject to retainage. Retainage shall be released on the completion of contractor's work.~~
- ~~6. Additional charge of 3% per month for each late payment.~~
7. Quote is valid for 120 days from the date of this proposal. All Sales and Use Tax is Exempted for this project.

**Project/Owner Information:**

1. County agrees to supply G&G Rebar and Foundations, INC with any pertinent Project/Owner/Supplier information, as reasonably requested.

**Excluded by Contractor:**

1. Slab rebar is excluded.
2. Cost of inspection, testing, permits and/or fees.
3. Snow protection and/or Snow Removal.
4. Removal, grinding and/or patching of staples, nails, bolts or any other device used for the placement of concrete reinforcement accessories.
5. Installation of Stud Rails and Couplers, unless specific pricing is given or noted.

**Conditions of Agreement:**

1. County agrees to give Subcontractor a minimum of 48-hour notice (2 business days).
2. Any agreement is contingent upon strikes, accidents, water, flood, public enemy, or other acts of God and all delays unavoidable or beyond contractor's control.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working days and hours (i.e., Monday through Friday, 7:00am to 5:00pm) and is based on 8 hour per day / 40 hours per week.
4. County will provide clear access roads and ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
5. County will provide safe working areas.
6. County agrees to provide copies of all contract documents in quantities as reasonably requested by the contractor at no cost, if applicable.
7. Working schedules to be made by mutual agreement of the County and Contractor to conform to County's master schedule. It is agreed that time starts only when work areas are provided ready to receive installation in all respects, clear of other contractors, and in accordance with OSHA and State safety regulations.
- ~~8. This proposal does not include a waiver of subrogation endorsement.~~

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. If there is a significant difference, a problem is identified.

$\frac{d}{dt} \left( \frac{1}{\rho} \right) = - \frac{1}{\rho^2} \frac{d\rho}{dt}$

9. If accepted, the terms and conditions of this contract proposal shall be incorporated into any final contract if one is provided. Otherwise, Contractor's notice to proceed, whether by mail, phone, facsimile, or any other means of communication, shall constitute an acceptance of this offer and shall bind the Contractor to the terms and conditions as set forth herein.
10. Contractor hereby warrants its work to the full extent and duration required by the plans and specifications or for a period of one (1) year following final completion of contractor's work.
11. G&G Rebar and Foundations, INC hereby reserves the right to subcontract out any or all portions of work.
12. County shall furnish adequate parking area for Contractors field crew and sufficient space for a job site plan shack at no additional cost to the Contractor.

**Additional Special Conditions:**

- I. \_\_\_\_\_
- II. \_\_\_\_\_
- III. \_\_\_\_\_
- IV. \_\_\_\_\_

This proposal is hereby accepted by:

**G&G Rebar Inc**

Company

**Jose Garcia**

Name

**10/10/2018**

Date

\_\_\_\_\_  
County Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date





ADDITIONAL Concrete - 90' x 90'

**Time and Material Hourly Rates:**

Position Title	Regular Hourly Rate/Overtime Rate	Total Estimated Hours
Foreman- Rebar	\$37.40/NA	10
Forman- Concrete	\$40/NA	10
Rebar Installers	\$20-22/\$30-33	20 OT
Concrete Installers	\$20-22/\$30-33	20 OT
Administrative	\$25/NA	5

Total Labor: \$2,220

Total Change Order with Materials: \$3,850

Cost over 70' x 70': \$9.63 per sq ft

**Special Conditions:**

1. This proposal is for the installation of concrete based on the award of all items and estimated quantities listed above. Rebar materials are quoted as ASTM A615 Grade 60.
2. All work shall be performed per industry standard and shall be in compliance with the drawings and specifications provided by said scope of work. All installation and materials will meet the ASTM and CRSI standards.
3. Uncoated and Epoxy Coated as noted on the items. Pricing includes shop drawings, fabrication, delivery of 40,000 lb truckloads, and 1-hour unloading time per truck. Short loads and/or extended unload time may be subject to additional cost.
4. Mobilization is included.
- ~~5. G&G Rebar and Foundations, INC. will invoice twice monthly, the 1st and the 15th. Contractor guarantees to pay within 30 days of the date of the invoice. Retainage shall be held at a maximum of 5% on labor only. Concrete Materials, PT Materials, Change orders, Extra work, etc. will not be subject to retainage. Retainage shall be released on the completion of contractor's work.~~
- ~~6. Additional charge of 3% per month for each late payment.~~
- ~~7. Quote is valid for 120 days from the date of this proposal. (All Sales and Use Tax is Exempted for this project.)~~

**Project/Owner Information:**

TOTAL AMOUNT: \$36,958.02



## **Adams County Flatrock Change Order**

### **Scope of Work:**

Installation of reinforcing steel and concrete for a 90'x 90' concrete slab located at: 23600 E 128<sup>th</sup> Ave. Commerce City, CO 80022 on the south east area of the property, directly east of the defensive tactics building. This is the change order cost from the original proposal of 70' x 70' concrete slab. This cost is for the additional square footage only. All materials, tools, equipment, and labor are included in this proposal package.

### **Inclusions:**

- Rebar materials and concrete materials, tax exempt.
- Bid Bond at 100% by project commencement.
- Tire Wire, PPE & Safety equipment and field labor to install reinforcing steel in accordance with CRSI and the above referenced specifications. Installations of rebar chairs and dobies are included.
- 6" thick of 4,000psi fiber mesh concrete with reinforcement of #4 rebar in all directions at 24" on center spacing.
- Set forms. Concrete will be finished with a medium texture.
- Grading plan with storm water runoff routes. Overburden to be relocated to assigned area on the facility location, as per pre-bid meeting discussion.

### **Exclusions:**

- Slump and compaction testing, as per pre-bid meeting discussion.
- Permitting, as per pre-bid meeting discussion.



## Shannon Sprague

---

**From:** Erik Bryant  
**Sent:** Monday, December 03, 2018 1:07 PM  
**To:** Shannon Sprague; AlexAndria Serna  
**Cc:** Merle Grauer; Jose Garcia  
**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses12118-3

Shannon,  
Please add \$3,850.00 to the G&G rebar agreement for Flatrock so we can go to a 90x90 concrete pad instead of a 70x70 concrete pad.  
Thank you,



**Erik Bryant**

Building Maintenance Supervisor  
4430 South Adams County Parkway|Suite 1700  
Brighton, CO 80601-8208  
Office:720.523.6001|Cell:303.915.6238 [EBryant@adcogov.org](mailto:EBryant@adcogov.org)  
[adcogov.org](http://adcogov.org)

---

**From:** Shannon Sprague  
**Sent:** Monday, December 03, 2018 11:07 AM  
**To:** AlexAndria Serna; Erik Bryant  
**Cc:** Merle Grauer; Jose Garcia  
**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses12118-3

Thanks AlexAndria!

Erik ~ Please reply with your approval of the additional \$3,850.00 and I will added it to the agreement then send it to the County Manager for signature.

*Thanks A Bunch!*



**Shannon E. Sprague, CPPB**

Contract Specialist III, *Finance Department*  
ADAMS COUNTY, COLORADO  
4430 S Adams County Pkwy Ste C4000A  
Brighton, CO 80601-8212  
Direct: 720.523.6052 | Main: 720.523.6050

[ssprague@adcogov.org](mailto:ssprague@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

---

**From:** AlexAndria Serna [mailto:[aserna@ggrebar.com](mailto:aserna@ggrebar.com)]  
**Sent:** Monday, December 03, 2018 10:48 AM  
**To:** Shannon Sprague; Erik Bryant  
**Cc:** Merle Grauer; Jose Garcia  
**Subject:** Re: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses12118-2

Shannon/Erik,

Attached is the change order proposal. We priced it at a 20'x20' addition along with the price by square foot just in case the scope changes further. Please let me know if you have any questions or concerns.

Thanks,  
AlexAndria

---

**From:** Shannon Sprague <SSprague@adcogov.org>  
**Sent:** Monday, December 3, 2018 10:29:57 AM  
**To:** AlexAndria Serna; Erik Bryant  
**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses12118-2

Hi Alex,

I need to have the amount for the additional concrete increase and I will then add it into the overall contract agreement amount.

I believe 90 x 90...Erik ~ Can you confirm?

*Thanks A Bunch!*



**Shannon E. Sprague, CPPB**  
Contract Specialist III, Finance Department  
ADAMS COUNTY, COLORADO  
4430 S Adams County Pkwy Ste C4000A  
Brighton, CO 80601-8212  
Direct: 720.523.6052 | Main: 720.523.6050

[ssprague@adcogov.org](mailto:ssprague@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

---

**From:** AlexAndria Serna [mailto:aserna@ggrebar.com]  
**Sent:** Monday, December 03, 2018 10:27 AM  
**To:** Shannon Sprague; Erik Bryant  
**Subject:** Re: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses12118

I just want to verify. Is the plan still to increase to 90x90? Do you want the Change Order to be based on that along with the cost per square foot above the 70'x70'?

---

**From:** Shannon Sprague <SSprague@adcogov.org>  
**Sent:** Monday, December 3, 2018 9:49:24 AM  
**To:** AlexAndria Serna; Erik Bryant  
**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses12118

Thanks Alex! That is great news!

*Thanks A Bunch!*



**Shannon E. Sprague, CPPB**  
Contract Specialist III, Finance Department  
ADAMS COUNTY, COLORADO  
4430 S Adams County Pkwy Ste C4000A  
Brighton, CO 80601-8212  
Direct: 720.523.6052 | Main: 720.523.6050



---

**From:** AlexAndria Serna [mailto:aserna@ggrebar.com]

**Sent:** Monday, December 03, 2018 9:49 AM

**To:** Shannon Sprague; Erik Bryant

**Subject:** Re: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses113018

I just sent it to our owners for approval and I will have it to you shortly.

Thanks,  
AlexAndria

---

**From:** Shannon Sprague <SSprague@adcogov.org>

**Sent:** Friday, November 30, 2018 12:38 PM

**To:** AlexAndria Serna; Erik Bryant

**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses113018

Hi AlexAndria,

The additional cost for slab really needs to be to the County by Monday, 12/3/18 as we have to have the agreement and project purchase order reflect the addition before 12/7/18.

Do you think that is workable?

**Thanks A Bunch!**



**Shannon E. Sprague, CPPB**

Contract Specialist III, Finance Department

ADAMS COUNTY, COLORADO

4430 S Adams County Pkwy Ste C4000A

Brighton, CO 80601-8212

Direct: 720.523.6052 | Main: 720.523.6050

[ssprague@adcogov.org](mailto:ssprague@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

---

**From:** AlexAndria Serna [mailto:aserna@ggrebar.com]

**Sent:** Friday, November 30, 2018 12:36 PM

**To:** Erik Bryant; Shannon Sprague

**Subject:** Re: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses113018

Can I get this back to you early next week? I just want to verify with my vendors first.

Thanks,  
AlexAndria

---

**From:** Erik Bryant <EBryant@adcogov.org>

**Sent:** Friday, November 30, 2018 11:42:26 AM

**To:** AlexAndria Serna; Shannon Sprague

**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses113018

Can you call me at 720-523-6001?



**Erik Bryant**

Building Maintenance Supervisor  
4430 South Adams County Parkway|Suite 1700  
Brighton, CO 80601-8208  
Office:720.523.6001|Cell:303.915.6238 [EBryant@adcogov.org](mailto:EBryant@adcogov.org)  
[adcogov.org](http://adcogov.org)

---

**From:** AlexAndria Serna [mailto:aserna@ggrebar.com]

**Sent:** Friday, November 30, 2018 11:41 AM

**To:** Shannon Sprague

**Cc:** Erik Bryant

**Subject:** Re: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses113018

Thanks Shannon!

Erik,

Please let me know what the anticipated start time and project schedule is so we can plan accordingly.

Thanks,

AlexAndria

---

**From:** Shannon Sprague <SSprague@adcogov.org>

**Sent:** Friday, November 30, 2018 10:44:34 AM

**To:** AlexAndria Serna

**Cc:** Erik Bryant

**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING -ses113018

Thanks Alex! I have include Erik as you may contact him to get your scheduling completed etc. I should have a fully executed agreement to you by early next week.

Thanks Again!

**Thanks A Bunch!**



**Shannon E. Sprague, CPPB**

Contract Specialist III, *Finance Department*  
ADAMS COUNTY, COLORADO  
4430 S Adams County Pkwy Ste C4000A  
Brighton, CO 80601-8212  
Direct: 720.523.6052 | Main: 720.523.6050

[ssprague@adcogov.org](mailto:ssprague@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

---

**From:** AlexAndria Serna [mailto:aserna@ggrebar.com]

**Sent:** Friday, November 30, 2018 10:37 AM

**To:** Shannon Sprague



**Subject:** Re: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING

Not a problem, I completely understand. Attached is the signed contract. Should I wait to contact the PM to start scheduling until the contract is signed on your end?

Thanks,  
AlexAndria

---

**From:** Shannon Sprague <SSprague@adcogov.org>  
**Sent:** Wednesday, November 28, 2018 4:31:58 PM  
**To:** AlexAndria Serna  
**Subject:** RE: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718 - NO TESTING

Hi AlexAndria,

No testing is required for this project; Thanks for your patience as I am still catching up from being in and out of the office. ☺

*Thanks A Bunch!*



**Shannon E. Sprague, CPPB**

Contract Specialist III, Finance Department

ADAMS COUNTY, COLORADO

4430 S Adams County Pkwy Ste C4000A

Brighton, CO 80601-8212

Direct: 720.523.6052 | Main: 720.523.6050

[ssprague@adcogov.org](mailto:ssprague@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

---

**From:** AlexAndria Serna [mailto:aserna@ggrebar.com]  
**Sent:** Wednesday, November 28, 2018 10:04 AM  
**To:** Shannon Sprague  
**Subject:** Re: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718

Thank you Shannon. I will get this signed and back to you. I have a question about the testing portion though. Was it determined that testing may need to be done after all? I put that in our exclusions and did not add that cost into our bid due to the site visit when it was put out that no testing would be needed. I just want to clarify.

Thanks,  
AlexAndria

---

**From:** Shannon Sprague <SSprague@adcogov.org>  
**Sent:** Tuesday, November 27, 2018 4:52:03 PM  
**To:** AlexAndria Serna  
**Subject:** Fw: Send data from GCFIN01PRNT 11/27/2018 13:29 - IMMEDIATE REPLY REQUESTED ses112718

Greetings AlexAndria,

Can you please sign, scan, and email the signature page ASAP and I will get the agreement up to the County Manager for final signature; I really appreciate your patience!

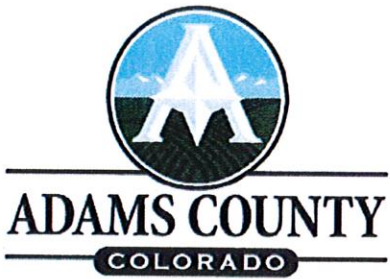
Thanks A Bunch!

Shannon E. Sprague, CPPB  
303.523.6052

---

**From:** sprags <ssprague@adcogov.org>  
**Sent:** Tuesday, November 27, 2018 1:29 PM  
**To:** Shannon Sprague  
**Subject:** Send data from GCFIN01PRNT 11/27/2018 13:29

Scanned from GCFIN01PRNT  
User Name: sprags  
Date:11/27/2018 13:29  
Pages:66  
Resolution:200x200 DPI  
-----



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

INVITATION FOR BID  
CONTRACTOR'S STATEMENT

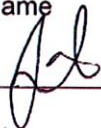
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

BID SUMMARY

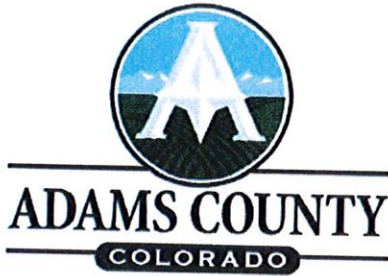
OVERALL TOTAL PROJECT AMOUNT:	
\$	33,108 <sup>00</sup>
	(Amount in Figures)
Thirty three thousand one hundred and eight	
(Written Amount)	DOLLARS.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): IFB-SS-2018-1639; Attachments A, B, C, D, \*E; Addendum 1

G & G Rebar, Inc	10/10/2018
Contractor Name	Date
	Jose Garcia
Signature	Printed Name
President	
Title	
605 South Kuner Rd Suite 107	
Address	
Brighton, CO 80601	Adams
City, State, Zip Code	County
720-379-7848	
Telephone	Fax
aserna@ggrebar.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?**

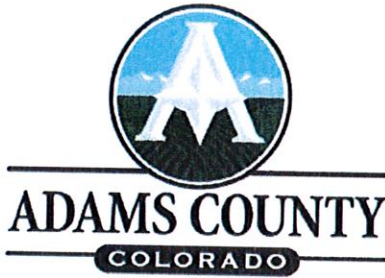
☒ YES ☐ NO

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	BTE Concrete
Address	802 Prospect St Fort Morgan, CO 80701
Reference Name	Eddy Melendez
Reference Email Address	eddyml1979@live.com
Telephone Number	(970) 467-7696
Project Name	Buffalo Ridge Gas Plant
Project Value	\$ 90,371.22

Company Name	T & G Pecos
Address	6301 N Federal Blvd Unit 3 Denver, CO 80221
Reference Name	Frank Teti
Reference Email Address	gandfstorage@gmail.com
Telephone Number	(720) 598-5895
Project Name	T & G Pecos Storage
Project Value	\$ 57,941

Company Name	Buildings By Design
Address	1104 Edison St Brush, CO 80723
Reference Name	CJ kukus
Reference Email Address	CJ@buildingsbydesign.com
Telephone Number	(970) 380-5976
Project Name	Brush High School
Project Value	\$ 93,364.16





AHEC

Prepared By: Shannon E. Sprague, CPPB  
Dated: 9/24/18

**Project No. 2018.639 / FLATROCK CONCRETE SLAB CONSTRUCTION PROJECT - Itemized Bid Cost Sheet\*\***

Item No.	Item Material / Construction Service	Work Description	Estimated Qty	UOM	Unit Cost Per Qty	Total Cost
<b>Material</b>						
1	Earth Work	Grade: _____	1		\$ -	\$ 600.00
2	Fine Grade	Dirt +/- 1' of a foot : compact subgrade preparation.	1		\$ -	\$ 1,617.00
3	6" Concrete -Form & Pour	Set Forms: 6" of 4,000 psi Concrete	1		\$ -	\$ 100.00
4	Rebar #4	24" O.C.	1		\$ -	\$ 1,600.00
5	Fibermesh	Add to Concrete	91	CY	\$ -	\$ 13,195.00
<b>Construction Service</b>						
6	Set Form Concrete Pour	6" of 4,000 psi Concrete: Poured with finished medium broomed texture; Removal of forms with cleaning of debris and construction area.	4,900	SF	\$ -	\$ 7,350.00
7	Earth Work Removal	Removal 4" topsoil/subgrade; Disposal on site; Hauled dirt dumping	1		\$ -	\$ 1,500.00
8	Installation #4 Rebar	All directions at 24" O.C.	1		\$ -	\$ 1,000.00
9	Mobilization / Demobilization		1		\$ -	\$ 500.00
10	Testing	Supply Compaction Testing & Results			\$ -	\$ 400.00
<b>Construction Costs</b>						<b>Sub-total</b>
<b>Contractors O/P 10%</b>						<b>\$27,462.00</b>
<b>Project Contingency</b>						<b>\$30,208.20</b>
<b>Overall Total Project</b>						<b>\$3,020.82</b>
<b>Total Project ARO Calendar Days</b>						

\*\*All designated cost sheet areas that are yellow and pink shall be submitted with all accurate revisions per the Contractor's itemized bid cost.  
\*\*Contractor shall add, remove, and modify the description for any line items for bid cost accuracy from Item No. 1-9.



# AHEC

Prepared By: Shannon E. Sprague, CPPB  
Dated: 9/24/18

## Project No. 2018.639 / FLATROCK CONCRETE SLAB CONSTRUCTION PROJECT - Itemized Bid Cost Sheet\*\*

Item No.	Item Material / Construction Service	Work Description	Estimated Qty	UOM	Unit Cost Per Qty	Total Cost
<b>Material</b>						
1	Earth Work	Grade:	1		\$	600.00
2	Fine Grade	Dirt +/- 1' of a foot ; compact subgrade preparation.	1		\$	1,617.00
3	6" Concrete -Form & Pour	Set Forms: 6" of 4,000 psi Concrete	1		\$	100.00
4	Rebar #4	24" O.C.	1		\$	1,600.00
5	Fibermesh	Add to Concrete	91	CY	\$	13,195.00
<b>Construction Service</b>						
6	Set Form Concrete Pour	6" of 4,000 psi Concrete; Poured with finished medium broomed texture; Removal of forms with cleaning of debris and construction area.	4,900	SF	\$	7,350.00
7	Earth Work Removal	Removal 4" topsoil/subgrade; Disposal on site; Hauled dirt dumping	1		\$	1,500.00
8	Installation #4 Rebar	All directions at 24" O.C.	1		\$	1,000.00
9	Mobilization / Demobilization		1		\$	500.00
10	Testing	Supply Compaction Testing & Results			\$	400.00
<b>Construction Costs</b>						
Contractors O/P 10%					Sub-total	\$27,462.00
						\$2,746.20
					Total	\$30,208.20
Project Contingency					%	\$3,020.82
Overall Total Project					Total Amount	\$33,229.02
<b>Total Project ARO Calendar Days</b>						

\*\*All designated cost sheet areas that are yellow and pink shall be submitted with all accurate revisions per the Contractor's itemized bid cost.

AHEC

**\*\*Contractor shall add, remove, and modify the description for any line items for bid cost accuracy from Item No. 1-9.**



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,

G & G Rebar, Inc.

is a

Corporation

formed or registered on 05/08/2018 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 20181380562 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/29/2018 that have been posted, and by documents delivered to this office electronically through 10/30/2018 @ 14:36:12 .

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 10/30/2018 @ 14:36:12 in accordance with applicable law. This certificate is assigned Confirmation Number 11200072 .



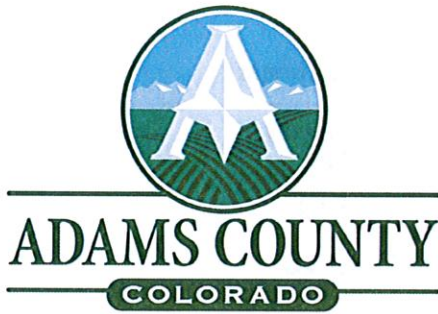
A handwritten signature in blue ink that reads "Wayne W. Williams".

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."*





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

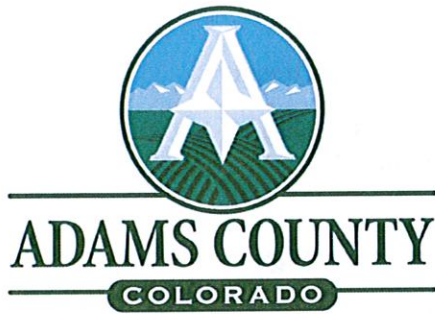
INVITATION FOR BID (IFB)  
**COVER SHEET**

---

IFB Issue Date:	September 25, 2018
IFB Number:	IFB-SS-2018-639
IFB Title:	<b>70' X 70' CONCRETE SLAB PROJECT</b>
Pre-Bid Meeting:	<b>MANDATORY OCTOBER 3, 2018 at 2:30 p.m., MT</b> <b>(All potential subcontractors are encouraged to attend.)</b> Adams County Flatrock Training Center 23600 E. 128 <sup>th</sup> Ave, Commerce City, CO 80022
IFB Questions Due:	October 5, 2018 by 4:00 p.m., MT
Bid Due Date:	October 10, 2018, 2:30 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:	<b>Adams County Flatrock Training Center</b>
For additional information please contact:	Shannon E. Sprague, Contract Specialist III 720-523-6052
Email Address:	ssprague@adcogov.org
Documents included in this package:	Bid Instructions General Terms and Conditions Specifications/ Scope of Work_Attachment A.  Pricing Form; Unit Pricing_Attachment C. Submission Check List Contractor's Certificate of Compliance Contractor's Statement Reference Form Exhibit A. – Sample Agreement Attachment B._ Adams County Holiday Schedule

---





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 **REINFORCED 70' x 70' CONCRETE SLAB PROJECT** 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 III  
IFB-SS-2018-639 / **70' X 70' CONCRETE SLAB PROJECT**

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **70' X 70' CONCRETE SLAB CONSTRUCTION SERVICES** as specified in Attachment A. Design Build Construction Services.
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 Exhibit 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 Wednesday, October 3<sup>rd</sup> at 2:30 P.M. MST, at the Adams County Flatrock Training Center, 23600 E. 128<sup>th</sup> Ave, Commerce City, CO, 80022, 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 III,  
Purchasing Division, Adams County

**Email:** [ssprague@adcogov.org](mailto: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.

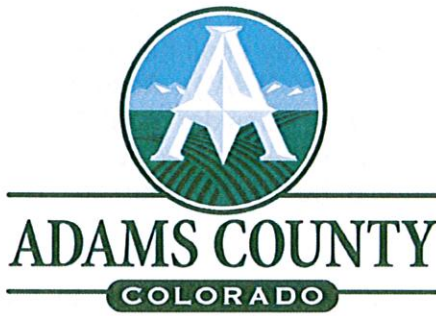
11. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

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.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**





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. 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-2018-639 / 70' X 70' CONCRETE SLAB PROJECT**

- 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.

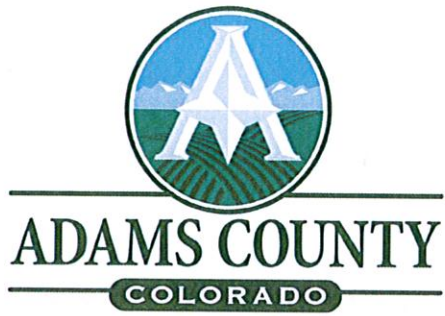
24.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

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.





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 responses from general contractors for the 70' x 70' Concrete Slab Project.

Adams County anticipates issuing a Notice to Proceed via purchase order to the Contractor on or before October 31, 2018 and all work must be complete by December 31, 2018.

---

**2. BID PACKAGE – SCOPE OF WORK ATTACHMENTS:**

**A. Project Specifications:**

**i. See the following attached Specifications:**

1. ATTACHMENT A. DESIGN BUILD CONSTRUCTION SERVICES
2. ATTACHMENT B. PROJCT ITEMIZED BID PRICING SHEET
3. ATTACHMENT C. – SAMPLE AGREEMENT
4. ATTACHMENT D. CONSTRUCTION SITE IMAGE
5. ATTACHMENT E. ADAMS COUNTY 2018 HOLIDAY SCHEDULE

**B. Project Work Location:**

- ii. Flatrock Training Center:**  
23600 E. 128<sup>th</sup> Ave, Commerce City, CO 80022

**C. TERM OF AGREEMENT:**

This procurement term shall be a through and to include December 31, 2018 for project work with the option of one (1) annual project specific renewal at the County's sole discretion may include the following, but is not limited to; project review, design, materials, and installation fee rates.

**END SCOPE OF WORK FOR BID PACKAGE\_2018.639\_ 70' x 70' Concrete Slab Project**

## II. REQUIRED DOCUMENTATION

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

## III. RESPONSE FORMAT

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

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

**\*\*Attachment B. - 2018.639 / 70' x 70' Concrete Slab Project Pricing Sheet shall be provided in the electronic format of Excel included in the USB or CD**

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



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

**Attachment B. \_ Pricing Form**

All pricing shall be as submitted in the Excel sheet attached herein as:

1. All bids shall include a completed **Attachment B. – 70' x 70' Concrete Slab Project – Pricing Sheet** in the Excel format provided on the USB or CD file.
2. All costs must be listed and all itemized rates shall be included in all submittals as specified
3. Adams County Facility Operations 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 January 31, 2018:
4. DO NOT attach a quote.
5. Costs must remain firm for 120 days from time of the submittal due date.

**I. Additional Pricing Information Required:**

**i. Time and Material / Professional Hourly Rates:**

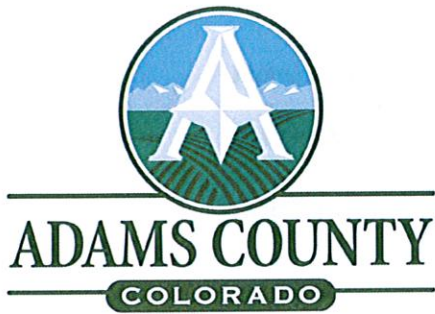
Position Title	Regular Rate/Overtime Rate	Total Estimated Hours

**I. Prompt Payment Discount:**

1) Percentage of prompt payment discount, if offered \_\_\_\_\_ %

2) 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)

\_\_\_\_\_  
(Written Amount) \_\_\_\_\_ DOLLARS.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

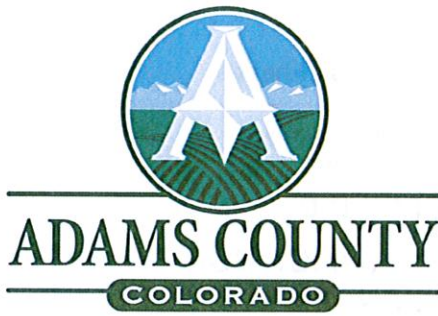
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
County

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

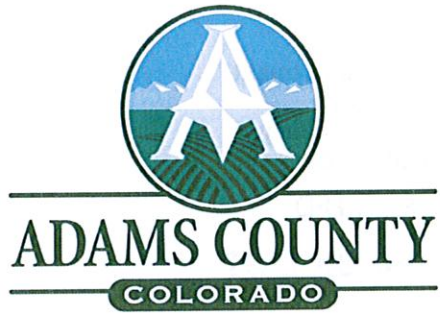


Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BID  
SUBMISSION CHECK LIST**

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

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



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

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

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

---

Contractor Name

---

Printed or Typed Name

---

Signature

---

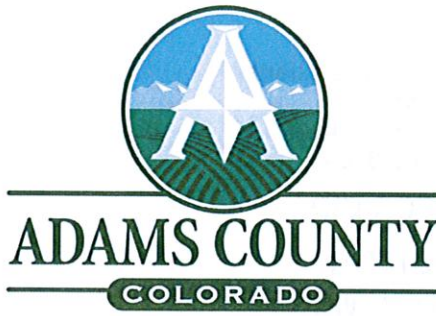
Title

---

Date

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





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

**INVITATION FOR BID  
REFERENCE FORM**

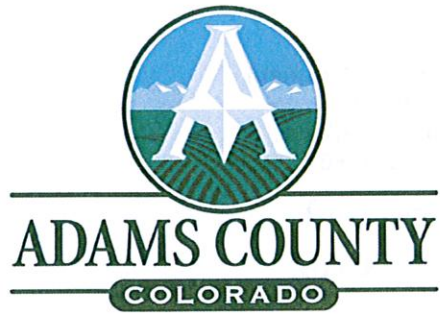
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

<b>Company Name</b>	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Project Value	\$

<b>Company Name</b>	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Project Value	\$

<b>Company Name</b>	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Name	
Project Value	\$





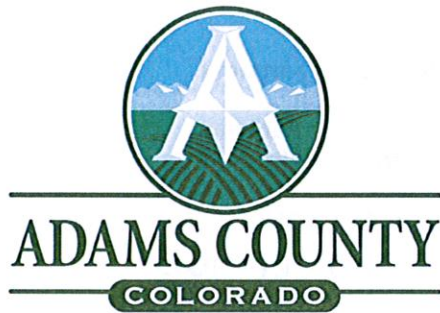
Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BID**  
**ATTACHMENT C.**  
**SAMPLE AGREEMENT**

---

See attached Sample Agreement Marked ATTACHMENT C.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



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

## SCOPE OF WORK FOR DESIGN BUILD SERVICE

---

### Project Construction Service Scope of Work:

**Construction Of A Reinforced 70'x70' Concrete Slab At The Flatrock Training Center 23600 E 128th Ave, Commerce City, CO 80022**

### Information For Bid:

Adams County, Colorado Facilities Management Department ("County") requires bids from qualified contractors to provide a 70'x70' concrete slab at the Flatrock regional training center located at 23600 E 128th Ave, Commerce City, CO 80022

### General Description of Services Required:

Contractor is expected to be responsible for the complete and comprehensive services for the successful completion of the project.

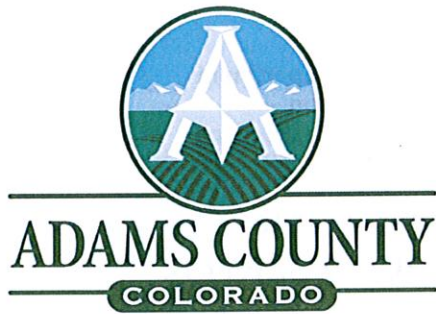
### Project Intent:

Adams County has determined the project work shall include, but is not limited to the following;

- Construction of a reinforced concrete slab of (70') feet long by (70') feet wide;
- 6" (six inches) thick of 4,000psi fiber mesh concrete with reinforcement of #4 rebar in all directions at 24" (twenty-four inches) on center spacing;
- Work location is at the south east area of property directly east of the defensive tactics building. (See Attachment D. Construction Site Image Flatrock 70x70 Pad).

The services shall include:

- **Site** - All permits, surveying and utility locates regarding the new slabs location to be done by contractor.
- **Earth Work and Grading** – Contractor shall submit grading plan with storm water and runoff routes for approval to Adams County Public Works Construction Inspection Department. Grade site and add 4" (four inches) subbase material and compact site. The disposal of overburden on site will be per the County's recommended location.
- **Form and Pour** - Set Forms, Install #4 rebar in all directions at 24" (twenty-four inches) on center, to allow for 6" (six inches) of 4,000 psi fiber mesh concrete to be poured. Once concrete is poured, it will be finished with a medium texture. Contractor shall remove forms and clean the area of any construction debris.



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

## **SCOPE OF WORK FOR DESIGN BUILD SERVICE**

### **Estimated Project Schedule:**

The Contractor shall be required to adhere to the schedule:

- (a) Commence within ten (10) working days after the date the Contractor receives the Notice to Proceed (NTP) from the County Purchasing Division.
- (b) Complete the entire work ready for use not later than twenty five (25) calendar days after receiving the NTP. The time stated for completion shall include final cleanup of the premises and completion of punch list items.

### **Deliverables:**

The Contractor shall provide a Construction Schedule with the required bid submittal. Work shall be completed on or before 12/31/18.





1200 ft  
500 m

East 1/8th Avenue





Prepared By: Shannon E. Sprague, CPPB  
Dated: 9/24/18

**Project No. 2018.639 / FLATROCK CONCRETE SLAB CONSTRUCTION PROJECT - Itemized Bid Cost**

Item No.	Item Material / Construction Service	Work Description	Estimated Qty	UOM	Unit Cost Per Qty
<b>Material</b>					
1	Earth Work	Grade:	1		\$ -
2	Fine Grade	Dirt +/- 1' of a foot ; compact subgrade preparation.	1		\$ -
3	6" Concrete -Form & Pour	Set Forms: 6" of 4,000 psi Concrete	1		\$ -
4	Rebar #4	24" O.C.	1		\$ -
5	Fibermesh	Add to Concrete	91	CY	\$ -
<b>Construction Service</b>					
6	Set Form Concrete Pour	6" of 4,000 psi Concrete; Poured with finished medium broomed texture; Removal of forms with cleaning of debris and construction area.	4,900	SF	\$ -
7	Earth Work Removal	Removal 4" topsoil/subgrade; Disposal on site; Hauled dirt dumping	1		\$ -
8	Installation #4 Rebar	All directions at 24" O.C.	1		\$ -
9	Mobilization / Demobilization		1		\$ -
10	Testing	Supply Compaction Testing & Results			
<b>Construction Costs</b>					<b>Sub-total</b>
<b>Contractors O/P 10%</b>					
<b>Project Contingency</b>					<b>Total</b>
<b>Overall Total Project</b>					<b>%</b>
					<b>Total Amount</b>
<b>Total Project ARO Calendar Days</b>					

\*\*All designated cost sheet areas that are yellow and pink shall be submitted with all accurate revision  
 \*\*Contractor shall add, remove, and modify the description for any line items for bid cost accuracy



**AHEC**

**Sheet\*\***

[illegible]

is per the Contractor's itemized bid cost.  
in Item No. 1-9.