

ADAMS COUNTY
W.65TH AVE AND LOWELL BLVD ROADWAY SURFACE SUBGRADE PROJECT
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 21 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, American West Construction, located at 275 E. 64th Avenue, Denver, CO 80221, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

2018.642 / W. 65th Ave & Lowell Blvd Roadway Subgrade Surface 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 attached hereto as Exhibit A. 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 for fourteen (14) calendar days upon execution and any additional work shall be approved prior by County to be completed on or before January 31, 2019.

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 Ninety-eight Thousand Two Hundred Eighty-seven Dollars (\$98,287.00).
- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
- 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
- 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado

Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

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

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

6. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

7. WARRANTY

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

8. SUBCONTRACTING

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

9. CHANGE ORDERS OR EXTENSIONS

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

10. INSPECTIONS, REVIEWS AND AUDITS

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

11. CLEAN-UP

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

12. PROJECT ADMINISTRATION

- 12.1. The Project Manager for this Agreement shall be David Rausch, who can be reached at email: david.rausch@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. MUTUAL UNDERSTANDINGS

- 18.1. 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.
- 18.2. 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.

- 18.3. 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.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 18.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 18.7.2. Immediately upon hand delivery; or,
 - 18.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 18.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Public Works
Contact: David Rausch
Address: 4430 South Adams Parkway
City, State, Zip: Brighton, CO 80601
Phone:
E-mail: david.rausch@adcogov.org

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: ssprague@adcogov.org

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

Contractor: American West Construction
Contact: Brian Schrameyer
Address: 275 E. 64th Ave
City, State, Zip: Denver, CO 80221
Phone: 303.455.0838
E-mail: bschrameyer@trustawc.com

- 18.8. 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.
- 18.9. 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.
- 18.10. 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.
- 18.11. 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



County Manager

12.21.2018

Date

AMERICAN WEST CONSTRUCTION



Signature

12/19/18

Date

BRIAN D. SCHRAMMEYER

Printed Name

Vice President

Title

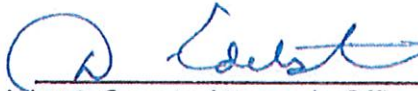
ATTEST:

Stan Martin, Clerk and Recorder



Deputy Clerk

APPROVED AS TO FORM:



Adams County Attorney's Office

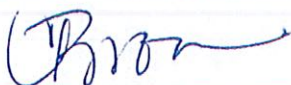
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams)

STATE OF Colorado)SS.

Signed and sworn to before me this 19 day of December, 2018,

by  Brian Schrameyer



Notary Public



My commission expires on: 8/16/2021

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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


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

CONTRACTOR:

AMERICAN WEST CONSTRUCTION
Company Name

12/19/18
Date

BRIAN D. SCHARMEYER
Name (Print or Type)


Signature

VICE PRESIDENT
Title

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

EXHIBIT
A.

Prepared By: David Rausch P.E.
Date: 9/28/18

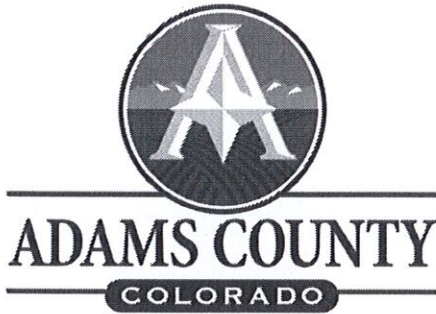
2018.642-W 65TH -LOWELL BLVD Project-Engineers Estimate

Item No.	Item Description	Qty.	UOM	Unit Cost	Total Cost
202-00203	Removal of Curb and Gutter	40.5 LF		\$ 40.00	\$ 1,620.00
202-00206	Rem Conc Curb Ramp	33 SY		\$ 34.00	\$ 1,122.00
202-00212	Removal of Concrete Crossspan	10 SY		\$ 120.00	\$ 1,200.00
202-00220	Removal of Asphalt Mat	185 SY		\$ 37.00	\$ 6,845.00
202-05030	Sawing Asphalt Material (11 Inch)	200 LF		\$ 4.00	\$ 800.00
203-00010	Unclassified Excavation (CIP)	155 CY		\$ 59.00	\$ 9,145.00
206-01750	Shoring	1 LS		\$ 780.00	\$ 780.00
304-01000	ABC (CLASS 1)	65 Ton		\$ 75.00	\$ 4,875.00
403-00720	HMA (Patching) (Asphalt)	115 Ton		\$ 160.00	\$ 18,400.00
412-00800	Conc Pvmnt (8 In)	10 SY		\$ 300.00	\$ 3,000.00
608-00010	Conc Curb Ramp	33 SY		\$ 220.00	\$ 7,260.00
609-20010	Curb Type 2 B	40.5 LF		\$ 80.00	\$ 3,240.00
626-00000	Mobilization	1 LS		\$ 12,000.00	\$ 12,000.00
630-00016	Traffic Control (Special)	1 LS		\$ 12,000.00	\$ 12,000.00
630-80355	Portable Message Sign Panel	2 EA		\$ 3,000.00	\$ 6,000.00
700-70010	F/A Minor Contract Revisions	1 FA		\$ 10,000.00	\$ 10,000.00
Overall Anticipated Project Total					\$ 98,287.00

Overall Anticipated Total Project ARO (Calendar Days)	14
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*Proposers shall provide the line item breakdown of work per the Scope of Work as noted below. Additional Line Items may be added to ensure that all project fees and pricing are represented. Adams County will not consider fees "after the fact" that have **not** been listed on the bid schedule pricing form.

HMA shall be (Gr SX)(75)(PG 64-22)



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

INVITATION FOR BID
PRICING FORM – Attachment B.

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

Attachment B. - 2018.642 / Bid Pricing Sheet

I. Additional Pricing Information Required:

Time and Material / Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours
See attached T&M rate sheet		

Percentage of prompt payment discount, if offered _____ 0 %

Total submittal price with discount \$ 98,287.00



2018 T&M RATES

Brian Schrameyer
275 E 64th Ave
Denver, CO 80221
303.455.0838

01/01/2018

QUOTE
TO

Project Name: 2018 T&M RATES

Project No.:

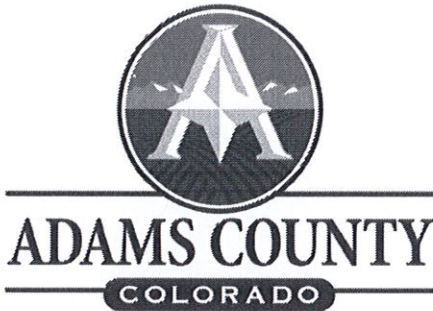
ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
10	RUBBER TIRED BACKHOE		HR	\$ 100.00	\$ 100.00
20	BACKHOE WITH VIBRATORY PLATE COMPACTOR		HR	\$ 110.00	\$ 110.00
30	SKID STEER (WHEELED)		HR	\$ 90.00	\$ 90.00
40	SKID STEER (TRACKED)		HR	\$ 95.00	\$ 95.00
50	SKID STEER BROOM		HR	\$ 10.00	\$ 10.00
60	WHEEL LOADER - CAT 938/JD624		HR	\$ 110.00	\$ 110.00
70	WHEEL LOADER - CAT 950/JD644		HR	\$ 120.00	\$ 120.00
80	WHEEL LOADER - CAT 966/JD744		HR	\$ 140.00	\$ 140.00
90	EXCAVATOR - KOMATSU PC 78 or Equiv		HR	\$ 110.00	\$ 110.00
100	EXCAVATOR - KOMATSU 228 or Equiv		HR	\$ 125.00	\$ 125.00
105	EXCAVATOR - 300 SERIES with Thumb		HR	\$ 155.00	\$ 155.00
110	EXCAVATOR - CAT 330/VOLVO 305 or Equiv		HR	\$ 140.00	\$ 140.00
120	EXCAVATOR - KOMATSU 400/490 or Equiv		HR	\$ 175.00	\$ 175.00
130	VIBRATORY COMPACTOR		HR	\$ 135.00	\$ 135.00
160	DOZER - CAT D8R		HR	\$ 350.00	\$ 350.00
170	MOTOR GRADER - CAT 140H/14G/JD 772		HR	\$ 140.00	\$ 140.00
190	SCRAPER - CAT 623		HR	\$ 220.00	\$ 220.00
200	SCRAPER - CAT 627		HR	\$ 270.00	\$ 270.00
210	AG TRACTOR W/ DISC		HR	\$ 225.00	\$ 225.00
220	WATER TRUCK - 2,000 GAL		HR	\$ 70.00	\$ 70.00
230	WATER TRUCK - 4,000 GAL		HR	\$ 80.00	\$ 80.00
240	WATER TANKER - 6-8,000 GAL		HR	\$ 150.00	\$ 150.00
250	WATER TOWER - 12,000 GAL		HR	\$ 20.00	\$ 20.00
260	PICKUP		HR	\$ 22.00	\$ 22.00
270	2 TON TRUCK		HR	\$ 30.00	\$ 30.00
280	5 TON TRUCK - DUMP (SINGLE AXLE)		HR	\$ 75.00	\$ 75.00

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
290	15 TON TRUCK - DUMP (TANDEM)		HR	\$ 120.00	\$ 120.00
300	25 TON TRUCK - DUMP (SEMI)		HR	\$ 135.00	\$ 135.00
310	20-36 KW GENERATOR		HR	\$ 30.00	\$ 30.00
320	SUBMERSIBLE PUMPS - ELECTRIC		HR	\$ 15.00	\$ 15.00
330	6" TRASH PUMP		HR	\$ 35.00	\$ 35.00
340	PROJECT MANAGER		HR	\$ 140.00	\$ 140.00
350	SUPERINTENDENT		HR	\$ 125.00	\$ 125.00
360	FOREMAN		HR	\$ 100.00	\$ 100.00
370	OPERATOR		HR	\$ 65.00	\$ 65.00
380	LABORER		HR	\$ 55.00	\$ 55.00
390	MOBILIZATION (HEAVY EQUIPMENT)		HR	\$ 235.00	\$ 235.00
400	MOBILIZATION (MEDIUM EQUIPMENT)		HR	\$ 200.00	\$ 200.00
410	MOBILIZATION (LIGHT EQUIPMENT)		HR	\$ 175.00	\$ 175.00

- Billings based upon time and material sheet documented by AWC.
- Due to the volatility of the current fuel and material supplier markets, AWC reserves its right to allow for fuel surcharges.
- Pricing does not include overtime, multiply hourly rate by 1.5 for labor hours above 40 hrs/week.
- Add \$ 20/Hr for night work and mountain work on labor & equipment.
- Add \$ 20/Hr for prevailing wage work on labor.
- T&M Material Contract.
- Items not listed (ie. Subcontractors, Vendors, Materials and Rental Equipment) to be billed at cost plus 20% markup.
- Payment due net 30, no retainage held.

Exclusions:

- Bond (add 1.5%), survey, traffic control, testing, permits, winter protection, night work, overtime, Davis Bacon Wages.



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

Requirements met and response included? ☒ YES ☐ NO

Certificate of Incorporation or other formal documentation

Meeting the requirement of years in business

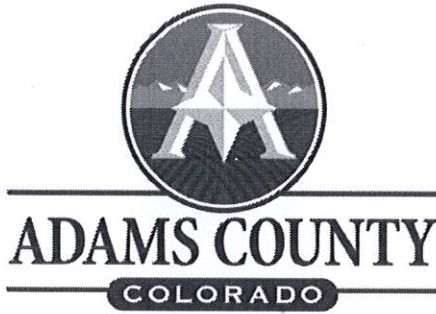
May any other governmental entity avail itself of this Agreement and purchase any and all items specified? ☒ YES ☐ NO

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

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

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

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



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

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

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

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:

\$ 98,827.00

ninety-eight thousand eight hundred twenty-seven DOLLARS.(Written - Amount In Figures)

Contractor Name

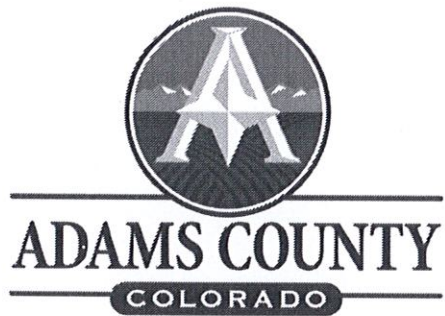
American West Construction, LLC
Printed or Typed Name

Signature

Brian Schrameyer, Member/Vice-President
Title

11/13/18
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
CONTRACTOR'S STATEMENT**

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

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendum #1 - 11/2/2018

American West Construction, LLC 11/13/18
Contractor Name Date

 Brian Schrameyer
Signature Printed Name

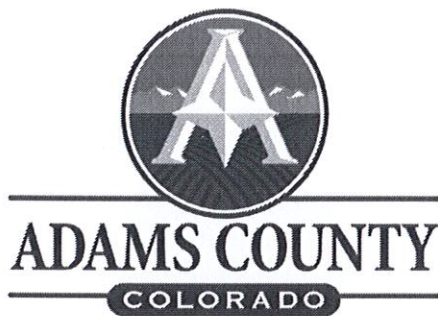
Member/Vice-President
Title

275 E. 64th Ave.
Address

Denver, CO 80221
City, State, Zip Code County

303.455.0838 303.455.8148
Telephone Fax

bschrameyer@trustawc.com
Email



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

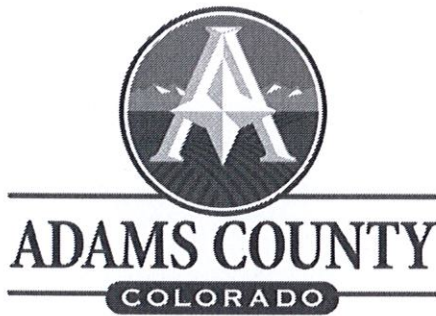
**INVITATION FOR BID
REFERENCE FORM**

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	Adams County
Address	4430 S. Adams County Pkwy. Ste. W200B, Brighton, CO 80601
Reference Name	Russell Nelson
Reference Email Address	rnelson@adcogov.org
Telephone Number	720.523.6966
Project Name	Washington Bridge Scour Remediation
Project Value	\$ 133,258.00

Company Name	Adams County
Address	4430 S. Adams County Pkwy. Ste. W200B, Brighton, CO 80601
Reference Name	Russell Nelson
Reference Email Address	rnelson@adcogov.org
Telephone Number	720.523.6966
Project Name	Kenwood-Dahlia Outfall Project - Phase 3
Project Value	\$ 2,873,583.88

Company Name	City of Thornton
Address	12450 Washington St., Thornton, CO 80241
Reference Name	John Arko
Reference Email Address	john.arko@cityofthornton.net
Telephone Number	303.906.7803
Project Name	2017 Valve Replacement
Project Value	\$ 400,000.00 T&M



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

INVITATION FOR BID

**EXHIBIT A
SAMPLE AGREEMENT**

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

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

American West Construction, LLC
275 E. 64th Avenue
Denver, CO 80221

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

Board of County Commissioners of Adams County, Colorado
4430 S. Adams County Parkway
Brighton, CO 80601-8215

BOND AMOUNT: \$ Five Percent (5%) of Total Bid Amount

PROJECT:

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

W. 65th Ave. & Lowell Blvd. Roadway Surface Subgrade Project

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

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

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

ADDITIONS AND DELETIONS:


The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Signed and sealed this 13th day of November, 2018


(Witness)


(Witness)

American West Construction, LLC

(Contractor as Principal) (Seal)

(Title) Brian Schrameyer, Member/Vice-President
Travelers Casualty and Surety Company of America

(Surety) (Seal)

(Title) Dulce R. Huggins, Attorney-in-Fact

Init.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dulce R. Huggins, of Greeley, Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

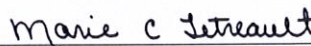
By: 
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

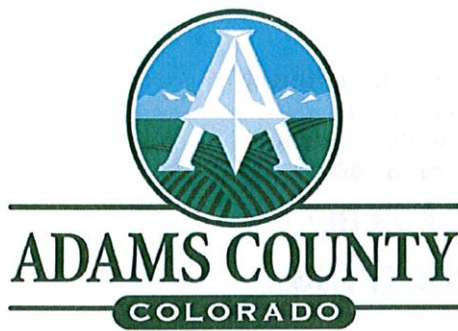
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of November, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



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

INVITATION FOR BID (IFB)
COVER SHEET

IFB Issue Date: October 26, 2018

IFB Number: IFB-SS-2018.642

IFB Title: **W. 65TH AVE & LOWELL BLVD ROADWAY SURFACE
SUBGRADE PROJECT**

Pre-Bid Meeting: **November 1, 2018 at 2:30 P.M. MT**
W. 65th Avenue, Denver, CO 80601
(All Subcontractors are encouraged to attend.)

IFB Questions Due: November 2, 2018 by 4:00 P.M., MT

Bid Due Date: November 13, 2018, 2:00 P.M. MT, Our Clock

Bid will be received at: 4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Detention Center

For additional information please contact: Shannon E. Sprague, CPPB
Contract Specialist III
720-523-6052

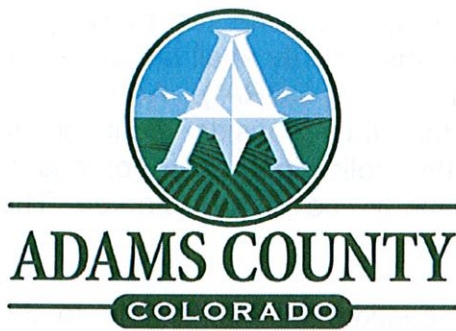
Email Address: SSPRAGUE@ADCOGOV.ORG

Documents included in this package:

- Bid Instructions
- General Terms and Conditions
- Specifications/ Scope of Work
- Pricing Form
- Submission Check List
- Statement of No Bid
- Contractor's Certificate of Compliance
- Contractor's Statement
- [Reference Form](#)
- Appendix A – Sample Agreement

7. CONTRACTUAL OBLIGATIONS

- 7.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 7.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.



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

INVITATION FOR BID GENERAL TERMS AND CONDITIONS

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

16. CONTENTS OF BIDS

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

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

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

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

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

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

19.2.2.1. Federal Identification Number: 84-6000732

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

20. SIGNING BID

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

21. PREPARATION AND SUBMISSION OF BID

21.1. PREPARATION

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

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

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

21.1.4. Unit prices shall be provided by the Contractor on the Pricing Form (**See Attachment B. – W. 65th Ave & Lowell Blvd Roadway Surface Subgrade Project Pricing Sheet**). Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

21.1.5. 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.

situation severe enough to cause the Board of County Commissioners to close the County offices.

23. MODIFICATIONS/WITHDRAWAL OF BIDS

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

23.2. WITHDRAWAL OF BIDS

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

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

24. REJECTION OF BIDS

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

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

24.1.2. Re-advertise this Solicitation;

24.1.3. Postpone or cancel the process;

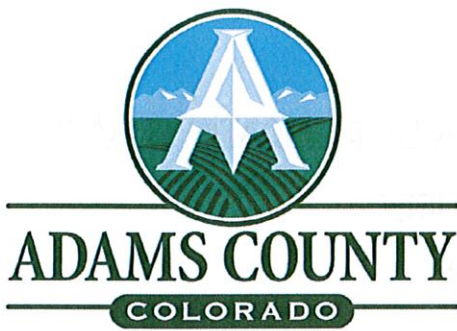
24.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

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

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

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

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



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

INVITATION FOR BID SPECIFICATIONS/SCOPE OF WORK

A. SPECIFICATIONS/SCOPE OF WORK

1. Objective:

This Scope of work is to address subsidence of the roadway surface, as well as any sub grade issues adjacent to the existing Crestview 8" PVC waterline.

This Scope of Work is confined only to the removals and replacements of the Concrete, Asphalt and failing sub-grade. The work shall be performed in two (2) phases.

- **Phase 1:** The existing 8" PVC waterline repairs are to be made by Crestview Water and Sanitation District. The Contractor selected will excavate the water line trench as the 1st work on site to allow Crestview Water and Sanitation District to make any needed repairs.
- **Phase 2:** The remaining removals and replacements will follow any repair work on the waterline by Crestview Water and Sanitation District.

2. Work Items:

I. CONTRACTOR RESPONSIBILITIES:

- Excavation of Crestview Waterline trench as shown on the plans.
- Backfill of trench over water line
- Removal of the remaining asphalt and concrete as identified on the plans.
- Re-compaction and re-grading of any areas that have subsidence.
- Replacement of Curb and Gutter as well as Curb Ramp to ADA standards.
- Replacement of asphalt patch area per plans.

II. CRESTVIEW WATER AND SANITATION DISTRICT RESPONSIBILITIES:

Crestview Water and Sanitation District will make any needed repairs to the waterline.

3. Deliverables:

All work is to be completed and set in place.

4. Billing / Fee:

Pricing to be submitted as a lump sum for a complete project; per the itemized bid pricing sheet (See Attachment B- BID PRICING SHEET.).

5. Schedule:

Provide time needed to provide deliverables and anticipated completion schedule per the ARO section as specified in the itemized bid pricing sheet (See Attachment B. - BID PRICING SHEET).

1.1. All work must be completed on or before December 31, 2018.

III. RESPONSE FORMAT

RESPONSE FORMAT

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

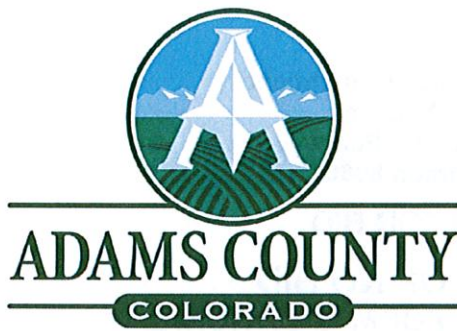
SUBMISSION OF BIDS: **Two (2) hardcopies (to include one (1) ORIGINAL and one (1) Copy), and one (1) electronic (USB)** must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the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

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

Any and all provide Excel documents (See Attachment B. Bid Pricing Sheet) shall be completed and provided in the electronic bid submittal.**

****Attachment B. - Pricing Sheet shall be provided in the electronic format of Excel included in the USB or CD.**

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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**

Requirements met and response included? **YES NO**

Certificate of Incorporation or other formal documentation

Meeting the requirement of years in business

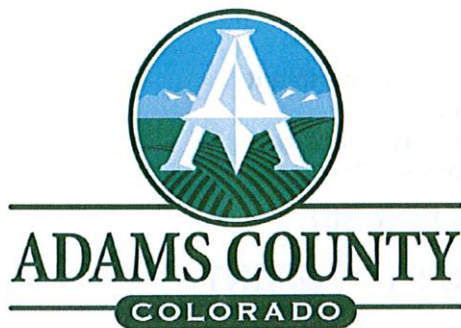
May any other governmental entity avail itself of this Agreement and purchase any and all items specified? **YES NO**

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

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

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:

\$ _____
_____ DOLLARS.(Written - Amount In Figures)

Contractor Name

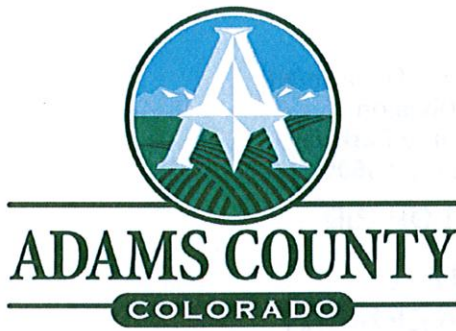
Printed or Typed Name

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
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**INVITATION FOR BID
REFERENCE FORM**

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

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

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

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

Prepared By: Shannon E. Sprague, CPPB
Date: 10/25/18

2018.642 / W. 65th Lowell Blvd 8" Pipe Removal & Repair Project - ATTACHMENT B.

Category A. - Materials

Item No.	Item Description	Qty.	UOM	Unit Cost	Total Cost
304-01000	ABC (CLASS 1)	4	Ton	\$ -	\$ -
403-33741	HMA (Gr S) (75) (PG 64-22)	8	Ton	\$ -	\$ -
412-00800	Conc Pvmnt (8 In)	10	SY	\$ -	\$ -
608-00010	Conc Curb Ramp	33	SY	\$ -	\$ -
609-20010	Curb Type 2 B	40.5	LF	\$ -	\$ -

Category B. - Installation Fees

Item No.	Item Description	Qty.	UOM	Unit Cost	Total Cost
202-00203	Removal of Curb and Gutter	40.5	LF	\$ -	\$ -
202-00212	Removal of Concrete Crossspan	10	SY	\$ -	\$ -
202-00206	Rem Conc Curb Ramp	33	SY	\$ -	\$ -
202-00220	Remove 68.5' x 24' x 11" Asphalt Patch	185	SY	\$ -	\$ -
202-05030	Sawing Asphalt Material (11 Inch)	235	LF	\$ -	\$ -
203-00000	Unclassified Excavation	155	CY	\$ -	\$ -

Category C. - Overhead / Profit Fee

626-00000	Project Fee (OH&P)	1	LS	\$ 5,000.00
700-70010	F/A Minor Contract Revisions	1	FA	\$ 10,000.00
Overall Anticipated Project Total - Items 1-8				\$ 15,000.00

Category D. - Traffic Control - Labor Rates

Category D - Traffic Control - Labor Rates						
Item No.	Item Description		Qty.	UOM	Unit Cost	Total Cost
630-00016		Traffic Control (Special)		1LS	\$ -	\$ -
630-80355		Portable Message Sign Panel		2 EA	\$ -	\$ -
Overall Anticipated Total Project Amount					\$	15,000.00
Overall Anticipated Total Project ARO (Calendar Days)						0

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

Prepared By: Shannon E. Sprague, CPPB
Date: 10/25/18

2018.642 / W. 65th Lowell Blvd 8" Pipe Removal & Repair Project

Category A - Materials

Item No.	Item Description	Qty.	UOM	Unit Cost	Total Cost
304-01000	ABC (CLASS 1)	4	Ton	\$ -	\$ -
403-33741	HMA (Gr S) (75) (PG 64-22)	8	Ton	\$ -	\$ -
412-00800	Conc Pymt (8 In)	10	SY	\$ -	\$ -
608-00010	Conc Curb Ramp	33	SY	\$ -	\$ -
609-20010	Curb Type 2 B	40.5	LF	\$ -	\$ -

Category B - Installation Fees

Item No.	Item Description	Qty.	UOM	Unit Cost	Total Cost
202-00203	Removal of Curb and Gutter	40.5	LF	\$ -	\$ -
202-00212	Removal of Concrete Crossspan	10	SY	\$ -	\$ -
202-00206	Rem Conc Curb Ramp	33	SY	\$ -	\$ -
202-00220	Remove 68.5' x 24' x 11" Asphalt Patch	185	SY	\$ -	\$ -
202-05030	Sawing Asphalt Material (11 Inch)	235	LF	\$ -	\$ -
203-00000	Unclassified Excavation	155	CY	\$ -	\$ -

Category C - Overhead / Profit Fee

626-00000	Project Fee (OH&P)	1	LS	\$	5,000.00
700-70010	F/A Minor Contract Revisions	1	FA	\$	10,000.00
Overall Anticipated Project Total - Items 1-8					\$ 15,000.00

Category D - Traffic Control - Labor Rates

Item No.	Item Description	Qty.	UOM	Unit Cost	Total Cost
630-00016	Traffic Control (Special)	1	LS	\$ -	\$ -
630-80355	Portable Message Sign Panel	2	EA	\$ -	\$ -
Overall Anticipated Total Project Amount					\$ 15,000.00
Overall Anticipated Total Project ARO (Calendar Days)					0

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