

ADAMS COUNTY
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 24 day of Sept, 2019, 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, **KIEWIT INFRASTRUCTURE CO.**, located at 160 Inverness Drive West, Suite 110, Englewood, Colorado, 80112, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

Invitation for Bid: 2019.229

GENERAL CONTRACTOR East Terminal Apron Rehabilitation

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Invitation for Bid, 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 DOCUMENTS attached hereto and identified as:
INVITATION FOR BID, 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 pricing form. 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 agreement for construction, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement for construction 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 agreement for construction is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this agreement for construction knowingly employs or contracts with an illegal alien, the Contractor

shall: notify the subcontractor and the County within three (3) 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

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

4. TERM

- 4.1. The initial term of this Agreement shall be for forty-five (45) calendar day from the date of the notice to proceed (NTP).

5. PAYMENT AND FEE SCHEDULE

- 5.1. The County shall pay the Contractor for all construction furnished under this Agreement, and the Contractor shall accept as full payment for those services listed in **Attachment A1 Pricing Form: Phases I, II, and III**, the value shall not to exceed **one million seventy thousand, two hundred seventy-eight dollars and no cents (\$1,070,278.00)**.
- 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 agreement 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 agreement price.

6. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor understands that this is a federally funded project, all construction work, reporting shall be perform as outlined in the specification/scope of work in the solicitation referenced as Exhibit A following this document, and as outlined in Attachment 6 Technical Specification, Project Documents and Drawings.

7. LIQUIDATED DAMAGES

- 7.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

- 7.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

- 7.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default from more than to and including:

Original Agreement Amount (\$)	Liquidated Damages per Calendar Day (4)
	\$2,400.00

- 7.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 7.5. 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.
- 7.6. 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.

8. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 8.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this agreement, 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.

9. WARRANTY

- 9.1. 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.

10. SUBCONTRACTING

- 10.1. 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.

11. CHANGE ORDERS

- 11.1. 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 agreement price exceeding the amount originally appropriated by the County for the Agreement.

12. INSPECTIONS, REVIEWS AND AUDITS

- 12.1. 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:
- 12.1.1. Work to be completed, if any; and,
 - 12.1.2. Work not in compliance with the Agreement, if any; and,
 - 12.1.3. Unsatisfactory work for any reason, if any.
- 12.2. 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.

13. CLEAN-UP

- 13.1. 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.

14. PROJECT ADMINISTRATION

- 14.1. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 14.2. 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.

- 14.3. 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 Finance/Purchasing Division 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.
- 14.4. 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 Finance/Purchasing Division.

15. NONDISCRIMINATION

- 15.1. 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.
- 15.1.1. 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.

INDEPENDENT CONTRACTOR

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

entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

16. **INDEMNIFICATION**

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

17. **INSURANCE**

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

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

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

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

Personal Injury Protection Per Colorado Statutes

17.1.3. **Workers' Compensation Insurance:** Per Colorado Statutes Not Applicable

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

Each Occurrence. \$1,000,000

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

- 17.2. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or 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 in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any

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

- 17.3. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 17.4. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement

18. TERMINATION

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

19. BONDING:

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

20. SUPPLEMENTARY CONDITIONS OF THE AGREEMENT FOR CONSTRUCTION

These Supplementary Conditions of the Agreement for Construction (the Supplementary Conditions”) shall constitute a part of the Agreement.

The Following Supplementary Conditions modify, change, delete from, and add to, the General Conditions. When any portion of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect. In the event, there is a conflict between the General Conditions and these Supplementary Conditions, the Supplementary Conditions shall control.

(6)(a) The Contractor shall, within Ten (10) prior to scheduled working days after the successful bidder has received notice of award, he shall supply a schedule for the completion of the work to the Contract Specialist for informational purposes only, three (3) copies of an As-Planned Construction Schedule showing the order in which the Contractor proposes to perform the Work (including acquiring labor, materials, and equipment). Scheduling is the responsibility of the Contractor and the Contract Specialist, County Project Manager or Consultant shall have no responsibility or obligation to approve any schedules submitted by the Contractor. If the Contractor fails to submit a schedule within the time prescribed, the Contract Specialist may withhold approval or progress payments or take other remedies under the Agreement until the Contractor submits the required schedule.

Contractor shall complete all Work required under the awarded Agreement with respect to the Project within forty-five (45) calendar days of the Notice to Proceed. (“Date of Completion”). The County has been advised that the time period for completion of the Work set forth herein is reasonable, and Contractor acknowledges by execution of the Agreement that Contractor concurs that such time period is reasonable. Contractor agrees in arriving at the Agreement Sum, has considered such time period and that it is the Contractor’s responsibility to provide all labor, materials, machinery, and equipment to achieve such completion date. Contractor shall not attempt and expressly waives any right to hold the County liable for or claim that such time period is inadequate to complete the Work.

The Contractor may submit a schedule that calls for all Work required under the Agreement to be completed in fewer than forty-five (45) calendar days of the Notice to Proceed. Submission of an early completion schedule by the Contractor, however, shall not operate to change or modify the Date of Completion, and the Contractor shall have no right to claim any damage for delay based on the submission of an early completion schedule.

Disputes Paragraph 31 – General Conditions are the following:

31(d) The Procurement and Contracts Manager shall, within sixty (60) days after receipt of the request and all substantiating information reasonably requested by the County, will notify the Contractor in writing of the date by which the decision will be made. A failure

by the Contractor to submit all substantiating information reasonably requested by the County shall constitute a failure by the Contractor to exhaust its available administrative remedies.

31(e) The Procurement and Contracts Manager decision shall be final and nonrenewable unless the Contractor files suit in a court of competent jurisdiction within thirty (30) days after receipt of the Procurement and Contracts Manager's final decision.

21. MUTUAL UNDERSTANDINGS

- 21.1. 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.
- 21.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.

21.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

21.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,

21.7.2. Immediately upon hand delivery; or,

21.7.3. Immediately upon receipt of confirmation that an E-mail was received.

21.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Colorado Air and Space Port
Contact: David E. Ruppel, Director, Air and Space Port
Address: 5200 Front Range Parkway
City, State, Zip: Watkins, Colorado 80137
Phone: 303.261.9103
E-mail: druppel@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: Kiewit Infrastructure Co.
Contact: Christopher J. Krumwiede, Senior Vice President
Address: 160 Inverness Drive West, Suite 110
City, State, Zip: Englewood, Colorado 80112
Phone: 303.979.9330
E-mail: Christoper.Krumwiede@kiewit.com

21.8. 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.

21.9. 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.

21.10. 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.

21.11. 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.

Signature Page

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

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By:

Steven J. O'Donovan
Chair

9/23/19
Date

**CONTRACTOR
KIEWIT INFRASTRUCTURE CO.**

By:

Christopher J. Krumwiede
Name (Print or Type)

9/11/2019
Date:

[Signature]
Authorized Signature

Senior Vice President
Title

Attest:

Josh Zygielbaum, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

By [Signature]
Attorney's Signature

NOTARIZATION:

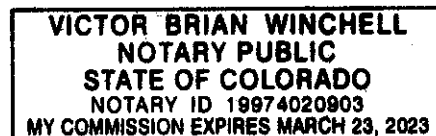
COUNTY OF Arapahoe)
) SS.
STATE OF COLORADO)

Signed and sworn to before me this 11th day of September, 2019,

by Christopher J. Krumwiede,

Notary Public Vincent W. [Signature]

My commission expires on: March 23, 2023



CONTRACTOR'S CERTIFICATION OF COMPLIANCE


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

CONTRACTOR:

Kiewit Infrastructure Co.
Company Name

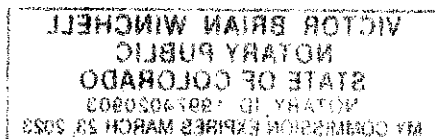
9/11/2019
Date

Christopher J. Krumwiede
Name (Print or Type)


Signature

Senior 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



ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. Pricing Form: Phases I, II and III, dated July 22, 2019
2. Amendment Three, dated July 19, 2019
3. Amendment Two, dated July 18, 2019
4. Amendment One, dated July 16, 2019
5. Davis Bacon Wage Decision Number: CO190006 dated 05/10/2019
6. Subcontractor/Materials Supplier List, dated July 22, 2019
7. Buy America Certification, dated July 22, 2019
8. Disadvantaged Business Utilization Commitment, dated July 22, 2019
9. DBE Participation Form, dated July 22, 2019
10. Contractor's Certification of Compliance, dated July 22, 2019
11. Contractor's Signature Page, dated July 22, 2019
12. Technical Specifications and Project Documents, dated May 14, 2019
13. Construction Safety and Phasing Plan, dated May 14, 2019
14. Drawings, dated May 14, 2019



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

INVITATION FOR BID

2019.229

PRICING FORM

Company Name: Kiewit Infrastructure Co.

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only.

The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bided.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<u>SCHEDULE I</u>				
1	C-100a Contractor Quality Control Program	1 LS	\$ <u>45,000.00</u>	\$ <u>45,000.00</u>
	Unit Price amount written out: <u>Forty five thousand Dollars & no cents</u>			
2	C102a Temporary Erosion Control	1 LS	\$ <u>18,000.00</u>	\$ <u>18,000.00</u>
	Unit Price amount written out: <u>Eighteen thousand Dollars & no cents</u>			
3	C-105a Mobilization	1 LS	\$ <u>70,000.00</u>	\$ <u>70,000.00</u>
	Unit Price amount written out: <u>Seventy thousand Dollars & no cents</u>			
4	P-101a Cold Milling (2-inch Nominal)	22,900 SY	\$ <u>2.20</u>	\$ <u>50,380.00</u>
	Unit Price amount written out: <u>Two Dollars & twenty cents</u>			
5	P-101b Cold Milling (4-Inch Nominal)	5,650 SY	\$ <u>3.50</u>	\$ <u>19,775.00</u>
	Unit Price amount written out: <u>Three Dollars & fifty cents</u>			
6	P-101c Minor Crack Repair	13,200 LF	\$ <u>1.35</u>	\$ <u>17,820.00</u>
	Unit Price amount written out: <u>One Dollar & thirty five cents</u>			
7	P-101d Remove Aircraft Tiedown Anchor	162 EA	\$ <u>275.00</u>	\$ <u>44,550.00</u>
	Unit Price amount written out: <u>Two hundred seventy five Dollars & no cents</u>			

INVITATION FOR BID
2019.229
PRICING FORM *continue*

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only.

The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bided.

SCHEDULE I *continued*

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
8	P-401a Asphalt Surface Course	3,850 TON	\$ <u>101.00</u>	\$ <u>388,850.00</u>
	Unit Price amount written out: <u>One hundred one Dollars & no cents</u>			
9	P-603a Emulsified Asphalt Tack Coat	4,010 GAL	\$ <u>3.00</u>	\$ <u>12,030.00</u>
	Unit Price amount written out: <u>Three Dollars & no cents</u>			
10	P-610a Install Aircraft Tiedown Anchor	60 EA	\$ <u>900.00</u>	\$ <u>54,000.00</u>
	Unit Price amount written out: <u>Nine hundred Dollars & no cents</u>			
11	P-620b Marking (Temporary)	5,250 SF	\$ <u>2.50</u>	\$ <u>13,125.00</u>
	Unit Price amount written out: <u>Two Dollars & fifty cents</u>			
12	P-620c Marking (Permanent)	5,250 SF	\$ <u>4.50</u>	\$ <u>23,625.00</u>
	Unit Price amount written out: <u>Four Dollars & fifty cents</u>			
13	T-901a Seeding with (Hydromulch)	1 AC	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
	Unit Price amount written out: <u>Five thousand Dollars & no cents</u>			
14	T-905a Topsoil for Shouldering	210 CY	\$ <u>36.00</u>	\$ <u>7,560.00</u>
	Unit Price amount written out: <u>Thirty six Dollars & no cents</u>			

SCHEDULE I TOTAL \$ 769,715.00

PRICING FORM *continued*

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only. **The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bided.**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<u>SCHEDULE II</u>				
1	C-102a Temporary Erosion Control	1 LS	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
	Unit Price amount written out: <u>Twelve thousand Dollars & no cents</u>			
2	C105a Mobilization	1 LS	\$ <u>22,000.00</u>	\$ <u>22,000.00</u>
	Unit Price amount written out: <u>Twenty two thousand Dollars & no cents</u>			
3	P-101a Cold Milling (2-inch Nominal)	11,340 SY	\$ <u>2.70</u>	\$ <u>30,618.00</u>
	Unit Price amount written out: <u>Two Dollars & seventy cents</u>			
4	P-101b Cold Milling (4-Inch Nominal)	1,010 SY	\$ <u>3.50</u>	\$ <u>3,535.00</u>
	Unit Price amount written out: <u>Three Dollars & fifty cents</u>			
5	P-101c Minor Crack Repair	5,600 LF	\$ <u>1.35</u>	\$ <u>7,560.00</u>
	Unit Price amount written out: <u>One Dollar & thirty five cents</u>			
6	P-101d Remove Aircraft Tiedown Anchor	29 EA	\$ <u>275.00</u>	\$ <u>7,975.00</u>
	Unit Price amount written out: <u>Two hundred seventy five Dollars & no cents</u>			
7	P-401a Asphalt Surface Course	1,474 TON	\$ <u>101.00</u>	\$ <u>148,874.00</u>
	Unit Price amount written out: <u>One hundred one Dollars & no cents</u>			
8	P-603a Emulsified Asphalt Tack Coat	1,630 GAL	\$ <u>3.00</u>	\$ <u>4,890.00</u>
	Unit Price amount written out: <u>Three Dollars & no cents</u>			
9	P-620a Surface Preparation (Obliterations)	20 SF	\$ <u>20.00</u>	\$ <u>400.00</u>
	Unit Price amount written out: <u>Twenty Dollars & no cents</u>			
10	P-620b Marking (Temporary)	2,510 SF	\$ <u>2.50</u>	\$ <u>6,275.00</u>
	Unit Price amount written out: <u>Two Dollars & fifty cents</u>			
11	P-620c Marking (Permanent)	2,510 SF	\$ <u>4.50</u>	\$ <u>11,295.00</u>
	Unit Price amount written out: <u>Four Dollars & fifty cents</u>			

PRICING FORM *continued*

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only. **The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bided.**

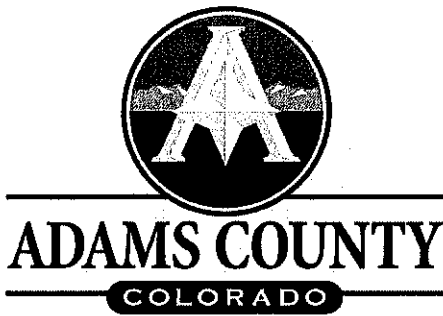
SCHEDULE II *continued*

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
12	T-901a Seeding with (Hydromulch)	.25 AC	\$ <u>4,000.00</u>	\$ <u>1,000.00</u>
	Unit Price amount written out: <u>Four thousand Dollars & no Cents</u>			
13	T-905a Topsoil for Shouldering	60 CY	\$ <u>36.00</u>	\$ <u>2,160.00</u>
	Unit Price amount written out: <u>Thirty Six Dollars & no Cents</u>			
SCHEDULE II TOTAL				\$ <u>258,582.00</u>

SCHEDULE III

1	C-105a Mobilization	1 LS	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
	Unit Price amount written out: <u>Four thousand Dollars & no Cents</u>			
2	P-101a Cold Milling (2-inch Nominal)	2,470 SY	\$ <u>2.20</u>	\$ <u>5,434.00</u>
	Unit Price amount written out: <u>Two Dollars & twenty Cents</u>			
3	P-101c Minor Crack Repair	1,200 LF	\$ <u>1.35</u>	\$ <u>1,620.00</u>
	Unit Price amount written out: <u>One Dollar & thirty five Cents</u>			
4	P-401a Asphalt Surface Course	297 TON	\$ <u>101.00</u>	\$ <u>29,997.00</u>
	Unit Price amount written out: <u>One hundred one Dollars & no Cents</u>			
5	P-603a Emulsified Asphalt Tack Coat	310 GAL	\$ <u>3.00</u>	\$ <u>930.00</u>
	Unit Price amount written out: <u>Three Dollars & no Cents</u>			
SCHEDULE III TOTAL				\$ <u>41,981.00</u>

Project Total (Schedule I, II and III) \$ 1,070,278.00



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

**INVITATION FOR BID (IFB)
ADDENDUM THREE**

Addendum Three Issue Date: Friday, July 19, 2019

IFB Number: **IFB-HE-2019.229**

IFB Title: **GENERAL CONTRACTOR**
East Terminal Apron Rehabilitation

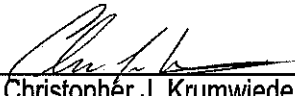
Bid will be received until: Tuesday, July 23, 2019, 2:00 p.m., MT
Colorado Air and Space Port
5200 Front Range Parkway, 1st Floor
Watkins, Colorado 80137

Goods or services to be delivered to
or performed at: Adams County Colorado Air and Space Port

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053
Email Address: hellis@adcogov.org

PRINT OR TYPE YOUR INFORMATION

Name of Contractor: Kiewit Infrastructure Co.

Authorized Representative's Signature: 
Christopher J. Krumwiede

Title: Senior Vice President Date: 7/22/2019

**ADAMS COUNTY
IFB-HE-2019.229**

GENERAL CONTRACTOR - East Terminal Apron Rehabilitation

- A. Addendum Three (3) is being issued to remove and replace Amendment Two (2) Pricing Schedule Form in its entirety, due to unit of measurement changes; with the Attached revised Pricing Schedule following this page. Please use the attached pages to complete and submit your pricing for IFB-HE-2019.229.**

- B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.**



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

**INVITATION FOR BID (IFB)
ADDENDUM TWO**

Addendum Two Issue Date: Thursday, July 18, 2019

IFB Number: **IFB-HE-2019.229**

IFB Title: **GENERAL CONTRACTOR**
East Terminal Apron Rehabilitation

Bid will be received until: Tuesday, July 23, 2019, 2:00 p.m., MT
Colorado Air and Space Port
5200 Front Range Parkway, 1st Floor
Watkins, Colorado 80137

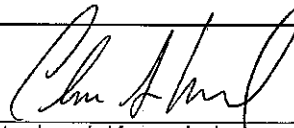
Goods or services to be delivered to
or performed at: Adams County Colorado Air and Space Port

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053

Email Address: hellis@adcogov.org

PRINT OR TYPE YOUR INFORMATION

Name of Contractor: Kiewit Infrastructure Co.

Authorized Representative's Signature: 
Christopher J. Krumwiede

Title: Senior Vice President Date: 7/18/2019

ADAMS COUNTY

IFB-HE-2019.229

GENERAL CONTRACTOR - East Terminal Apron Rehabilitation

- A. Addendum Two (2) is being issued to remove and replace Amendment One (1) Pricing Schedule Form in its entirety with the attachment following this page. Please use the attached Pricing Form to submit your bid pricing for IFB-HE-2019.229.

- B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.



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

**INVITATION FOR BID (IFB)
ADDENDUM ONE**

Addendum One Issue Date: Tuesday, July 16, 2019

IFB Number: **IFB-HE-2019-229**

IFB Title: **GENERAL CONTRACTOR**
East Terminal Apron Rehabilitation

Bid will be received until: Tuesday, July 23, 2019, 2:00 p.m., MT
Colorado Air and Space Port
5200 Front Range Parkway, 1st Floor
Watkins, Colorado 80137

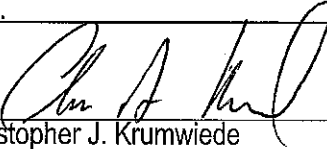
Goods or services to be delivered to
or performed at: Adams County Colorado Air and Space Port

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053

Email Address: hellis@adcogov.org

PRINT OR TYPE YOUR INFORMATION

Name of Contractor: Kiewit Infrastructure Co.

Authorized Representative's Signature: 
Christopher J. Krumwiede

Title: Senior Vice President Date: 7/16/2019

ADAMS COUNTY

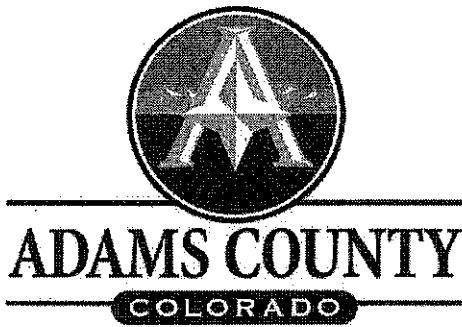
IFB-HE-2019.229

GENERAL CONTRACTOR - East Terminal Apron Rehabilitation

- A. Addendum One (1) is being issued to remove and replace Pages 19 through 22 of the Pricing Schedule Form with the revised pages at the end of the document. Please use the attached Pricing Form to submit your bid pricing for IFB-HE-2019.229.

- B. Addendum One is issued to provide the attached copies of the following:
 - 1. Questions and Responses received for IFB-HE-2019-229 by Monday, July 15, 2019.
 - 2. List of attendees at the Pre-Bid Conference and Site Visit on Wednesday, June 26, 2019.
 - 3. List of Plan Holders

- C. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.



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

INVITATION FOR BID

2019.229

PRICING FORM

Company Name: _____

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only.

The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bided.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<u>SCHEDULE I</u>				
1	C-100a Contractor Quality Control Program	1 LS	\$ _____	\$ _____
	Unit Price amount written out: _____			
2	C102a Temporary Erosion Control	1 LS	\$ _____	\$ _____
	Unit Price amount written out: _____			
3	C-105a Mobilization	1 LS	\$ _____	\$ _____
	Unit Price amount written out: _____			
4	P-101a Cold Milling (2-inch Nominal)	22,900 SY	\$ _____	\$ _____
	Unit Price amount written out: _____			
5	P-101b Cold Milling (4-Inch Nominal)	5,650 SY	\$ _____	\$ _____
	Unit Price amount written out: _____			
6	P-101c Minor Crack Repair	13,200 LF	\$ _____	\$ _____
	Unit Price amount written out: _____			
7	P-101d Remove Aircraft Tiedown Anchor	162 EA	\$ _____	\$ _____
	Unit Price amount written out: _____			

**INVITATION FOR BID
2019.229
PRICING FORM *continue***

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only.

The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bid.

SCHEDULE I *continued*

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
8	P-401a Asphalt Surface Course	3,850 TON	\$ _____	\$ _____
	Unit Price amount written out:		_____	_____
9	P-603a Emulsified Asphalt Tack Coat	4,010 GAL	\$ _____	\$ _____
	Unit Price amount written out:		_____	_____
10	P-610a Install Aircraft Tiedown Anchor	60 EA	\$ _____	\$ _____
	Unit Price amount written out:		_____	_____
11	P-620b Marking (Temporary)	5,250 SF	\$ _____	\$ _____
	Unit Price amount written out:		_____	_____
12	P-620c Marking (Permanent)	5,250 SF	\$ _____	\$ _____
	Unit Price amount written out:		_____	_____
14	T-901a Seeding with (Hydromulch)	1 AC	\$ _____	\$ _____
	Unit Price amount written out:		_____	_____
15	T-905a Topsoil for Shouldering	210 CY	\$ _____	\$ _____
	Unit Price amount written out:		_____	_____

SCHEDULE I TOTAL \$ _____

PRICING FORM *continued*

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only. **The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bided.**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<u>SCHEDULE II</u>				
1	C-102a Temporary Erosion Control	1 LS	\$ _____	\$ _____
	Unit Price amount written out: _____			
2	C105a Mobilization	1 LS	\$ _____	\$ _____
	Unit Price amount written out: _____			
3	P-101a Cold Milling (2-inch Nominal)	11,340 SY	\$ _____	\$ _____
	Unit Price amount written out: _____			
4	P-101b Cold Milling (4-Inch Nominal)	51,010 SY	\$ _____	\$ _____
	Unit Price amount written out: _____			
5	P-101c Minor Crack Repair	5,600 SY	\$ _____	\$ _____
	Unit Price amount written out: _____			
6	P-101d Remove Aircraft Tiedown Anchor	29 EA	\$ _____	\$ _____
	Unit Price amount written out: _____			
7	P-401a Asphalt Surface Course	1,474 TON	\$ _____	\$ _____
	Unit Price amount written out: _____			
8	P-603a Emulsified Asphalt Tack Coat	1,630 GAL	\$ _____	\$ _____
	Unit Price amount written out: _____			
9	P-620a Surface Preparation (Obliterations)	20 SF	\$ _____	\$ _____
	Unit Price amount written out: _____			
10	P-620b Marking (Temporary)	2,510 SF	\$ _____	\$ _____
	Unit Price amount written out: _____			
11	P-620c Marking (Permanent)	2,510 SF	\$ _____	\$ _____
	Unit Price amount written out: _____			

PRICING FORM *continued*

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the pricing form and in the scope of services/specifications. The estimated quantities will be used for evaluation purposes only. **The Contractor is required to write out the unit pricing for all schedules (I, II, III) only for each line item being bided.**

SCHEDULE II *continued*

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
12	T-901a Seeding with (Hydromulch)	.25 AC	\$ _____	\$ _____
Unit Price amount written out:		_____		
13	T-905a Topsoil for Shouldering	60 CY	\$ _____	\$ _____
Unit Price amount written out:		_____		

SCHEDULE II TOTAL \$ _____

SCHEDULE III

1	C-105a Mobilization	1 LS	\$ _____	\$ _____
Unit Price amount written out:		_____		
2	P-101a Cold Milling (2-inch Nominal)	2,470 SY	\$ _____	\$ _____
Unit Price amount written out:		_____		
3	P-101c Minor Crack Repair	1,200 LF	\$ _____	\$ _____
Unit Price amount written out:		_____		
4	P-401a Asphalt Surface Course	297 TON	\$ _____	\$ _____
Unit Price amount written out:		_____		
5	P-603a Emulsified Asphalt Tack Coat	310 GAL	\$ _____	\$ _____
Unit Price amount written out:		_____		

SCHEDULE III TOTAL \$ _____

Project Total (Schedule I, II and III) \$ _____

Pre-Bid Conference and Site Visit
IFB -HE-2019.229
General Contractor
East Terminal Apron Rehabilitation
Wednesday, June 26, 2019, at 2:00 pm

INTRODUCTION: (Heidi Ellis)

Good afternoon, my name is Heidi Ellis; today is Wednesday, June 26, 2019 time is 2:00 p.m. We are here today for a Pre-Bid Conference for IFB-HE-2019-229 **General Contractor** - East Terminal Apron Rehabilitation

The conference today is to assist you in preparing your bid, answer questions you might have, and for any clarifications of IFB-HE-2019-229 solicitation. Nothing at this conference today will change the terms of IFB **unless** a subsequent addendum is issued. A summary of the today's Pre-bid conference meeting minutes will be uploaded on the Bidnetdirect.com website for all attended and individuals who have downloaded a copy of the solicitation, to include a copy of the plan holders list.

Introduced the County Representatives in attendance.

Bob Lewan, Project Manager, Airport Operations Manager
Heidi Ellis, Contract Specialist, Finance/Purchasing Division
Jon Weeks, Airport Engineer: A/E Project Manager, Jviation, Inc.

REVIEW OF IFB SCOPE OF SERVICES/DRAWINGS (Bob Lewan and Jon Weeks)

Project Schedule I: Federal Funding -Taxiway A& Rehabilitation
Project Schedule II: Federal Funding -Construct Temporary Bypass Taxiway
Project Schedule III. Non-Federal Funding

DBE Requirements, 3.40% of bid price. Acceptable DBE firms shall be certified by the Colorado Department of Transportation.

Construction Safety and Phasing Plan (CSPP)

Construction Safety and Phasing Plan refer to the attached project documents under Division 6 of the solicitation.

The Contractor will be responsible for reviewing and adhering to the CSPP prepared by the County's Consultant Engineer, Jviation, Inc.

The awarded General Contractor will be required to submit a Safety Plan Compliance Document (SPCD) to the County Project Manager and Consultant Engineer, Jviation, Inc., for review and approval prior to the issuance of the notice to proceed (NTP) as required by the FAA Advisory Circular (AC) 150/5370-2F"Operational Safety on Airports During Construction".

Miscellaneous

- Review Construction Layout Plan (G051)- note the Staging Area and Contractor Access point.
- Review Phasing Plans (G052 through G055)
- Quality Assurance by the County's Project Manager and Consultant's Engineer
- Quality Control by the Contractor – the quality control program submitted by the Contractor (See Division 4-49, Item C-100 of the documents.
- Survey Requirements – Section 50-07; Division 4-18 and Division 5-43, of the attached project documents.
- Water availability- Fire hydrants available on-site. Contractors to supply their own water meter.
- Any questions regarding the drawing please contact Jviation, Inc., Engineer, Jon Weeks at 720.413.6094 or at jon.weeks@jviation.com.

REVIEW OF IFB SOLICITATION (Heidi Ellis)

At this time, I would like to go over sections of the solicitation that are important and must be returned with your submitted bid.

If you have a copy of the solicitation with you today I will identify the page numbers and the sections, and if you haven't downloaded a copy of the solicitation, you can obtain a copy of the solicitation at <http://www.bidnetdirect.com/colorado/solicitations/open-bids>.

The IFB is due on Tuesday, July 23, 2019 at 2:00 p.m. All bids must be received before or by 2:00 p.m., at 5200 Front Range Parkway on the 1st floor. No bids will be accepted after 2:00 p.m.

Page 25: Contractor's Certification of Compliance please review, sign, date and include this page with your bid.

Page 26: Contractor Statement, please review, sign, date and include this page with your bid. Also, in this section is where you would acknowledge any amendment(s) to the solicitation. By signing this page will acknowledge your agreement to honor your submitted bid pricing until we make final award and will also become a part of the agreement between the awarded contractor and Adams County.

Pages 19-21: Pricing Form, please use this form to submit your bid pricing, we are asking to have all unit pricing amounts to be written and spelled out to include the total for each pricing schedule.

Page 11: Provides you with instruction on how to prepare your bid for submission. Please review the information

Pages 11-18: Specifications and Scope of Work was presented by Bob Lewan and Jon Weeks. Please review the specifications and drawings again. If you have any questions, please reduce them to writing and email all questions to the attention of Heidi Ellis at hellis@adcogov.org by: 2:00 p.m. on Monday, July 15, 2019.

Page 15: Liquidated Damages, Davis Bacon Wages, will apply to this project.

Page 15: DBE Requirements, 3.40% of bid price. Acceptable DBE firms shall be certified by the Colorado Department of Transportation.

Page 16: Buy American Preference will apply to this project. A bidder must complete and submit the Buy America certification with their bid. The County will reject as nonresponsive any bid that does not include a completed Certificate of Buy American Compliance.

The project schedule is for forty-five (45) calendar days from the date of the issuance of the notice to proceed (NTP).

Bonding Requirements: A five (5%) percent bid bond is required with your bid submittal. After award a 100% performance bond, payment bond and insurance certificates will be required before you begin any work.

Taxes: Adams County is exempt from Cultural District Sales tax, RTD tax and State tax.

Attachments:

Bid Instructions
General Terms and Conditions
Specifications/ Drawings
General Wage Decision
CO190006 05/10/2019
Sample Bid Bond
Sample Performance Bond
Sample Payment Bond
Pricing Form- Schedules I thru III
List of Proposed Subcontractors
Buy America Certification
Disadvantage Business Utilization
Contractor's Certificate of Compliance
Contractor's Statement
Reference Form
Submission Check List

Thank you for your attention, and at this time I would like to open the floor for questions:

Questions and Responses:

Q1: Are the concrete specifications CDOT specifications?

R1: **No. The federal P-610 specification should be used for the concrete specification that is provided in the Project Documents.**

- Q2: Will the project require a gate guard?
R2: **The project will not require a gate guard.**
- Q3: Staging Area, will the Contractor need to reseed the staging area and bring it back to preconstruction conditions?
R3: **No, the staging area consists of asphalt millings and will not require any seeded to reclaim the area.**
- Q4: Can you expand on the construction in the existing tie down areas?
R4: **In the areas with the existing tie downs to be removed, the existing tie downs will be removed, mill out approximately 4 inches of existing asphalt, fill tie down holes with P-610 concrete flush with milled surface, place a 2 inch lift of asphalt, place a 3'x3' minimum square of reinforcement grid (see construction drawing sheet C250) over the removed tie down location, and place the final 2 inch lift of asphalt.**
- Q5: Will the County supply cables for tie downs being required?
R5: **Cables will not be required for the tie downs**
- Q6: Will the Contractor be matching the grades that is currently there?
R6: **The proposed grades are close to the existing grades. The Contractor will tie into the existing concrete hardstand and match of existing rim elevations of the existing utilities. No utility rim elevation adjustments will be completed with this project.**
- Q7: Will the solicitation be awarded in Phases?
R7: **The County's intention is to award all three schedules of the project based on funding. The order of award for the schedules based on funding will be Schedule I, Schedule I and Schedule II, or Schedule I and Schedule II and Schedule III.**
- Q8: Polymer Oil and Asphalt how will this be handed?
R8: **Reference the P-401 Specification in the Project Documents for the asphalt mix design requirements.**
- Q9: FAA mix required for this project?
R9: **Yes, the P-401 FAA specification will be used for the mix design for this project.**
- Q10: Will this project mill out the existing asphalt and pave back the and place back the same
R10: **This project is a profile mill that will leave the existing milled surface 2 inches below final design grades or 4 inches below final design grades in the existing tie down locations. The mill depth will slightly vary in depth so the asphalt can be placed in one or two 2 inch depths to meet final design grades.**

Q11: Will the Contractor crew members required safety class?

R11: The County is recommending that the awarded Contractor have regular meetings with their employees regarding safety and conduct while on the County property for this project.

Q12: The asphalt design and testing specs are based on an old testing method that we and most testing labs do not have the equipment to perform any longer. Will this project accept Gyratory testing mix designs and test methods, or will they require the Marshall designs?

R12: This project will require Marshall designs.

Q13: We currently have a paving project at Buckley ANG base of similar design specs, and they have approved the 75-gradation mix design and the gradation testing methods, and this makes testing and compliance much cheaper and to current standards.

R13: The specification for this project calls for a Marshall design.

Q14: Can the project change from the 68-28 PG Asphalt Oil grade to the 76-28 polymer grade? The PG 76-28 has greater temperature performance and is more widely available in the Denver market and has approved mix designs in place. Again, this will save money and provide a better product.

R14: The FAA requires a 68-28 PG Asphalt Oil grade or higher for this project. If the Contractor chooses to use a higher temperature performance Asphalt Oil grade, this will be acceptable.

End of Questions and Responses

ATTENDEES LIST

Mr. Gary Richardson
Asphalt Specialties
10100 Dallas Street
Henderson, Colorado 80640
303.289.8555
garyr@asphaltspecialties.com

Mr. Jeff Briar
Brannan Sand and Gravel
2500 E. Brannan Way
Denver, Colorado 80229
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jbriar@brannan1.com

Mr. Tony Collins
Kiewit Infrastructure Co
160 Inverness Drive West, Suite 110
Englewood, Colorado 80112
303.22905338
Anthony.Collins@Kiewit.com

Mr. Kurt Musgrove
Martin Marietta
1627 Cole Blvd, Suite 200
Lakewood, Colorado 80401
720.245.6462
Kurt.musgrove@martinmarietta.com

PLAN HOLDERS
IFB-HE-2019-299

Company Name	City	State
Ascent Geomatics Solutions	Denver	Colorado
Interstate Highway Construction, Inc	Englewood	Colorado
Hallmark, Inc.	Denver	Colorado
Powell Restoration Inc	Commerce City	Colorado
WesTest	Lakewood	Colorado
Concrete Stabilization Technologies, Inc.	Denver	Colorado
Velocity Ready Mix	Denver	Colorado
H2 Enterprises, LLC	Keenesburg	Colorado
Sunnyside Builders LLC	Denver	Colorado
Parsons	Westminster	Colorado
BCER Engineering	Arvada	Colorado
Maxwell Products, Inc	Salt Lake City	Utah
Whitestone Construction Services, Inc.	Boulder	Colorado
Kelley Trucking Inc	Golden	Colorado
Iron Woman Construction	Denver	Colorado
Construction Concepts, Inc.	Longmont	Colorado
PLM Asphalt & Concrete Inc	Aurora	Colorado
Bowman Construction Supply	Denver	Colorado
DIAMOND DRILLING & SAWING CO	Denver	Colorado
Brannan Sand & Gravel Company	Denver	Colorado
BrainSurface LLC	Dallas	Texas
White Construction Group	Castle Rock	Colorado
Spartan Construction Services	Denver	Colorado
Varra Companies, Inc.	Frederick	Colorado
Pride Construction, LLC	Littleton	Colorado
COLORADO BARRICADE CO	Denver	Colorado
ABCO Contracting, Inc	Denver	Colorado
Reliant Construction	Colorado Springs	Colorado
Construction Reporter, LLC	Albuquerque	New Mexico
Allied Recycled Aggregates	Commerce City	Colorado
Silva Construction, Inc.	Brighton	Colorado
Jviation, Inc.	Denver	Colorado
NRMCA	Aurora	Colorado
Dietzler Construction Corporation	Berthoud	Colorado
Environmental Logistics	Denver	Colorado
Hamon Infrastructure	Denver	Colorado
Skyler Design Build, LLC	Houston	Texas
Arnold's Ag Group, LLC	Keenesburg	Colorado
Behrens and Associates		
Environmental Noise Control	Longmont	Colorado
American Striping Company	Englewood	Colorado
Proline West Inc	Loveland	Colorado
Jebro Incorporated	Cheyenne	Wyoming
American West Construction, LLC	Denver	Colorado
Rock and Co.	Brighton	Colorado
Asphalt Specialties Co. Inc.	Henderson	Colorado
Hudick Excavating, Inc.	Castle Rock	Colorado
HPM, Inc.	Centennial	Colorado
Kirkland Construction, LLLP	Rye	Colorado
Ralph L. Wadsworth Construction Company LLC	Draper	Utah

Aggregate Industries
Interwest Safety Supply Inc
C & S Sweeping Services, Inc
Concrete Works of Colorado, Inc
Alpha Milling Co
ESCO Construction Company
Martin Marietta Materials
Kiewit Infrastructure Co.
Flatiron Constructors, Inc
VILLALOBOS CONCRETE, INC
Dana Kepner Co. INC
Noraa Concrete Construction Corporation
Double E, Inc. dba Electrical Excellence
MW GOLDEN CONSTRUCTORS
A&S Construction Co.

Golden
Provo
Commerce City
Lafayette
Arvada
Evergreen
Lakewood
Englewood
Broomfield
Denver
Denver
Keenesburg
Colorado Springs
Castle Rock
Canon City

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Colorado

General Decision Number: C0190006 05/10/2019 C06

Superseded General Decision Number: C020180016

State: Colorado

Construction Type: Highway

Counties: Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson and Park Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	05/10/2019

ELEC0111-003 03/01/2017

	Rates	Fringes
ELECTRICIAN (Traffic Signalization Only)		
Clear Creek.....	\$ 29.60	10.77

* ENGI0009-010 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)- Drill Rig Caisson (smaller than Watson 2500 and similar).....	\$ 28.25	10.70
(4)-Crane (50 tons and under)		
Arapahoe, Broomfield, Clear Creek, Elbert,		

Gilpin Counties.....	\$ 28.40	10.70
(4)-Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(5)-Crane (51-90 tons) Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin Counties.....	\$ 28.57	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(6)-Crane (91-140 tons) Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin Counties.....	\$ 29.55	10.70

SUC02011-001 09/15/2011

	Rates	Fringes
CARPENTER		
Excludes Form Work		
Adams.....	\$ 16.61	3.88
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park....	\$ 19.27	5.08
Form Work Only		
Adams.....	\$ 16.78	3.57
Broomfield, Clear Creek, Elbert, Gilpin.....	\$ 19.11	5.46
Jefferson.....	\$ 16.88	3.81
Park.....	\$ 17.28	5.38
CEMENT MASON/CONCRETE FINISHER		
Adams.....	\$ 16.05	3.00
Arapahoe.....	\$ 18.70	3.85
Broomfield, Clear Creek, Elbert, Gilpin.....	\$ 18.37	3.00
Jefferson.....	\$ 18.02	3.42
Park.....	\$ 17.09	2.85
ELECTRICIAN		
Excludes Traffic Signal Installation		
Adams.....	\$ 31.00	14.01
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park....	\$ 35.13	6.83
Traffic Signalization Electrician		
Adams, Arapahoe, Broomfield, Elbert, Gilpin, Park.....	\$ 27.25	7.10
Jefferson.....	\$ 26.78	5.44
Traffic Signalization Groundsman		
Adams.....	\$ 13.96	2.80
Araphaoe, Broomfield, Elbert, Gilpin, Park.....	\$ 15.24	3.81
Clear Creek.....	\$ 15.70	2.14
Jefferson.....	\$ 15.19	4.72
FENCE ERECTOR.....	\$ 13.02	3.20

FORM WORKER

Arapahoe.....	\$ 15.30	3.90
GUARDRAIL INSTALLER		
Adams.....	\$ 12.89	3.45
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park.....	\$ 12.62	3.21
Jefferson.....	\$ 14.21	3.21
IRONWORKER, REINFORCING		
Adams.....	\$ 22.14	0.77
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson.....	\$ 16.69	5.45
Park.....	\$ 19.98	2.89
IRONWORKER, STRUCTURAL.....	\$ 18.22	6.01
LABORER		
Asphalt Raker		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson..	\$ 16.29	4.25
Park.....	\$ 17.41	1.86
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Adams.....	\$ 16.29	4.25
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin.....	\$ 16.67	4.27
Jefferson.....	\$ 16.51	4.27
Park.....	\$ 15.64	2.46
Concrete Saw (Hand Held)		
Adams.....	\$ 16.29	5.20
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park....	\$ 16.29	6.14
Landscape and Irrigation		
Adams, Arapahoe, Broomfield, Elbert, Gilpin, Jefferson, Park....	\$ 12.26	3.16
Clear Creek.....	\$ 14.98	3.16
Mason Tender-		
Cement/Concrete		
Adams.....	\$ 17.71	2.83
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin.....	\$ 16.96	4.04
Jefferson.....	\$ 16.29	4.25
Park.....	\$ 15.08	3.10
Pipelayer.....	\$ 13.55	2.41
Traffic Control (Flagger)		
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin.....	\$ 9.55	3.05
Jefferson.....	\$ 9.73	3.05
Park.....	\$ 9.42	3.21
Traffic Control (Sets)		

Up/Moves Barrels, Cones,
 Install Signs, Arrow
 Boards and Place
 Stationary Flags)
 (Excludes Flaggers)
 Adams, Arapahoe,
 Broomfield, Elbert,
 Gilpin, Jefferson.....\$ 12.43 3.22
 Clear Creek.....\$ 13.14 3.20
 Park.....\$ 12.76 3.20

PAINTER (Spray Only).....\$ 16.99 2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown
 Adams, Arapahoe,
 Broomfield, Clear Creek,
 Elbert, Gilpin, Jefferson..\$ 22.67 8.75
 Park.....\$ 22.67 8.72
 Asphalt Paver.....\$ 24.97 6.13
 Asphalt Roller
 Adams.....\$ 24.20 7.70
 Arapahoe.....\$ 22.68 8.72
 Broomfield, Clear Creek,
 Elbert, Gilpin.....\$ 23.41 7.67
 Jefferson.....\$ 22.84 7.69
 Park.....\$ 22.84 8.72
 Asphalt Spreader
 Adams, Arapahoe,
 Broomfield, Clear Creek,
 Elbert, Gilpin, Park.....\$ 22.67 8.67
 Jefferson.....\$ 23.34 8.06
 Backhoe/Trackhoe
 Adams.....\$ 20.31 4.24
 Arapahoe.....\$ 24.59 6.24
 Broomfield, Clear Creek,
 Elbert, Gilpin.....\$ 22.19 6.48
 Jefferson.....\$ 21.99 5.60
 Park.....\$ 20.81 6.58
 Bobcat/Skid Loader
 Adams, Broomfield, Clear
 Creek, Elbert, Gilpin.....\$ 15.37 4.28
 Arapahoe.....\$ 18.23 4.28
 Jefferson.....\$ 16.85 4.28
 Park.....\$ 22.46 0.00
 Boom.....\$ 22.67 8.72
 Broom/Sweeper
 Adams, Broomfield, Clear
 Creek, Elbert, Gilpin,
 Park.....\$ 22.70 8.07
 Arapahoe.....\$ 22.67 8.73
 Jefferson.....\$ 22.18 8.36
 Bulldozer
 Adams.....\$ 25.20 6.72
 Arapahoe, Broomfield,
 Clear Creek, Elbert,
 Gilpin, Jefferson, Park....\$ 26.90 5.59
 Concrete Pump.....\$ 21.60 5.21
 Crane
 Adams, Park.....\$ 22.82 8.72
 Jefferson.....\$ 23.55 6.68
 Drill
 Adams, Arapahoe,
 Broomfield, Clear Creek,
 Elbert, Gilpin, Park.....\$ 20.48 4.71

Jefferson.....	\$ 20.65	5.74
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Adams.....	\$ 23.94	8.23
Arapahoe.....	\$ 22.67	8.72
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....	\$ 23.90	7.93
Jefferson.....	\$ 23.28	7.73
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Adams.....	\$ 23.09	8.72
Arapahoe.....	\$ 26.80	4.84
Broomfield, Clear Creek,		
Elbert, Gilpin.....	\$ 23.20	8.33
Jefferson.....	\$ 23.06	7.76
Park.....	\$ 22.67	8.72
Mechanic		
Adams.....	\$ 22.82	8.72
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Park.....	\$ 24.04	7.35
Jefferson.....	\$ 23.56	8.72
Oiler		
Adams, Jefferson.....	\$ 21.97	8.72
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Park.....	\$ 23.73	8.41
Roller/Compactor (Dirt and		
Grade Compaction)		
Adams.....	\$ 16.70	3.30
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Jefferson.....	\$ 20.30	5.51
Park.....	\$ 16.52	3.13
Rotomill.....	\$ 16.22	4.41
Screed		
Adams.....	\$ 27.89	3.50
Arapahoe.....	\$ 22.67	8.72
Broomfield, Clear Creek,		
Elbert, Gilpin.....	\$ 24.67	6.02
Jefferson.....	\$ 22.64	8.43
Park.....	\$ 20.36	3.04
Tractor.....	\$ 13.13	2.95

TRUCK DRIVER

Distributor		
Adams.....	\$ 15.80	5.27
Arapahoe.....	\$ 19.62	5.27
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....	\$ 18.19	5.27
Jefferson.....	\$ 19.46	6.04
Dump Truck		
Adams.....	\$ 16.68	5.27
Arapahoe.....	\$ 18.94	5.27
Broomfield, Clear Creek,		
Elbert, Gilpin.....	\$ 16.47	5.27
Jefferson.....	\$ 16.97	4.78
Park.....	\$ 15.40	3.21
Lowboy Truck		
Adams, Arapahoe,		
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....	\$ 17.25	5.27
Jefferson.....	\$ 19.80	6.42
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Speciality		

and Hoisting Truck		
Adams, Broomfield, Clear		
Creek, Elbert, Gilpin,		
Park.....\$ 17.49	3.17	
Arapahoe.....\$ 15.79	2.48	
Jefferson.....\$ 15.13	3.89	
Semi/Trailer Truck		
Adams, Broomfield, Clear		
Creek, Elbert, Gilpin,		
Jefferson, Park.....\$ 18.39	4.13	
Arapahoe.....\$ 16.00	2.60	
Single Axle (Includes		
Pickup and Pilot Car)		
Adams, Jefferson.....\$ 13.93	3.68	
Arapahoe.....\$ 15.10	3.77	
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....\$ 14.74	3.68	
Truck Mounted Attenuator....\$ 12.43	3.22	
Water Truck		
Adams.....\$ 17.50	5.19	
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Park.....\$ 19.36	4.07	
Jefferson.....\$ 17.57	5.27	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SUBCONTRACTOR/MATERIAL SUPPLIER LIST

The bidder shall provide information on all subcontractors/material suppliers bidding or quoting on subcontracts for this project.

S = SELECTED

* Will provide if apparent low bid

Name of Firm	Address	Type of Work to be Performed on Contract	Licensed in State Yes No *	Contractors License # Class *	Certified DBE Yes No	Certification Number *	Bid Amount	Date Firm Established	*GRS
S Colorado Milling	PO Box 776 Westminster, CO 80036	Milling			X		\$55,500	2001	2
S PLM RME	3313 Moline St. Aurora, CO 80010	Milling / Crack Seal				X	\$77,300	2000	3
Western Milling	2765 Hwy 50 Grand Junction, CO 81503	Milling				X	\$87,900	2010	1
S CDI Environmental	5585 W Airport Rd Sedalia, CO 80135	Erosion Control				X	\$10,600	1995	5
S A-Core, Inc.	5867 Broadway Denver, CO 80216	Core Drill				X	\$14,200	2018	2
S Ram-Co	15497 County Rd 10 Fort Lupton, CO 80621	Trucking			X		\$12,600	2013	1
S United Site Services	6015 E 58th Ave Commerce City, CO 80022	Site Services				X	\$2,800	1999	5
S Interwest Safety Supply	195 S Navajo Denver, CO 80223	Safety Supply				X	\$42,600	1977	4
S American Striping Company	3075 S. Tejon St Englewood, CO 80110	Striping			X		\$49,000	1996	1
Triax Engineering	12445 E 39th Ave #517 Denver, CO 80239	Testing/ Inspections			X		\$23,700	2014	2
Reynolds & Associates	10940 S Parker Rd #772 Parker, CO 80134	Asphalt Testing				X	\$18,700	2005	2

*GRS - Annual Gross Receipts

- Enter 1 for less than \$1 million
- Enter 2 for more than \$1 million but less than \$5 million
- Enter 3 for more than \$5 million but less than \$10 million
- Enter 4 for more than \$10 million but less than \$15 million
- Enter 5 for more than \$15 million

BUY AMERICA CERTIFICATION

(Title 49 U.S.C. Section 50101)

Project name: East Terminal Apron Rehabilitation
Airport name: Front Range Airport (currently known as Colorado Air and Space Port)
AIP number: 3-08-016-042-2019

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in Airport Improvement Program (AIP)-funded projects are produced in the United States, unless the FAA has issued a waiver for the product, the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder must submit this Buy America Certification with all bids on AIP funded projects. **Bids that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.**

The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25%.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices.

A listing of Equipment and Products that have been approved and on the national waiver list may be located at:
http://www.faa.gov/airports/aip/buy_american/

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their bid. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

1. To provide to the County evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product
3. To refrain from seeking a waiver request after establishment of the agreement, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

1. To submit to the County within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the bid.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects
5. To refrain from seeking a waiver request after establishment of the agreement, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

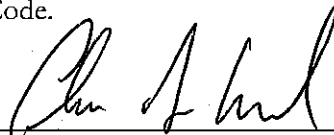
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7/23/2019

Date



Signature

Christopher J. Krumwiede

Kiewit Infrastructure Co.

Company Name

Senior Vice President

Title

DISADVANTAGED BUSINESS UTILIZATION COMMITMENT

X The Contractor agrees to expend at least 3.4 % DBE utilization on this project.
____ The Contractor (if unable to meet the goal of ____ % DBE) is committed to a minimum of ____ % DBE utilization on this project and has submitted documentation showing good faith effort.

NOTE: Failure to submit a "Good Faith Effort" at the time of the Bid opening may result in the bid being considered as non-responsive.

For the purposes of this commitment, the term "Disadvantaged Business Enterprise" shall mean a business:

- a. Which is at least 51 % owned by one or more minorities or women, or in the case of a publicly owned business, at least 51 % of the stock of which is owned by one or more minorities or women; and
- b. Whose management and daily business operations are controlled by one or more such individuals.

"Disadvantaged Group Member" or "Disadvantaged" means a person who is a citizen or lawful, permanent resident of the United States, and who is:

- a. Black (a person having origins in any of the black racial groups of Africa);
- b. Hispanic (a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
- c. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
- d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America);
- e. Member of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as Amended 15 U.S.C. 637 (a);
- f. A female person who requests to be considered as a DBE, and who "owns" and "controls" a business as defined herein.

Disadvantaged Business Enterprises may be employed as contractors, subcontractors, or suppliers.

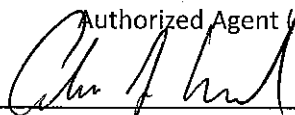
Date: 7/23/2019

Kiewit Infrastructure Co.

Company Name

Christopher J. Krumwiede, Senior Vice President

Authorized Agent (print)



Signature of Authorized Agent

DBE PARTICIPATION FORM

The undersigned, hereby assures that he/she will ensure DBE participation for the amount(s) shown, if awarded a contract for this project in the amount of \$: 36,389.50.

All eligible DBE firms must be certified by the Colorado Department of Transportation prior to bid opening.

Name of DBE Firm:	<u>Colorado Milling</u>		
DBE contract amount:	\$ <u>36,389.50</u>	% of total contract:	<u>3.4</u> %
DBE Firm Address:	<u>7875 I-76 Service Road</u> <u>Henderson, CO 80640</u>		
DBE contact person:	Name: <u>Michael Sasina</u> <u>Andrew Cortese (Estimator) 720-665-2979</u> Phone: <u>303-427-5575</u>		
The DBE is a:	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier		
Category of DBE:	<input type="checkbox"/> Native American <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Asian Pacific <input type="checkbox"/> Black <input type="checkbox"/> Non minority Woman <input type="checkbox"/> Other		
Work to be performed by DBE:	<u>Milling</u>		
DBE certification Agency:	<u>City and County of Denver</u>		
Expiration Date:	<u>11/15/2019</u> (Please include a copy of the latest DBE certification)		

Name of DBE Firm:	_____		
DBE contract amount:	\$ _____	% of total contract:	_____ %
DBE Firm Address:	_____ _____		
DBE contact person:	Name: _____ Phone: _____		
The DBE is a:	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier		
Category of DBE:	<input type="checkbox"/> Native American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian Pacific <input type="checkbox"/> Black <input type="checkbox"/> Non minority Woman <input type="checkbox"/> Other		
Work to be performed by DBE:	_____		
DBE certification Agency:	_____		
Expiration Date:	_____ (Please include a copy of the latest DBE certification)		

Name of DBE Firm: _____

DBE contract amount: \$ _____ % of total contract: _____ %

DBE Firm Address: _____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

Name of DBE Firm: _____

DBE contract amount: \$ _____ % of total contract: _____ %

DBE Firm Address: _____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

	\$ Amount		\$ DBE Credit Participation	% DBE
DBE Prime Contractor	\$		\$	%
DBE Subcontractor	\$ <u>36,389.50</u>		\$ <u>36,389.50</u>	<u>3.4</u> %
DBE Supplier *	\$	x 0.60	\$	%
DBE Manufacturer	\$		\$	%
Total Amount DBE			\$ <u>36,389.50</u>	<u>3.4</u> %
DBE Goal			\$ <u>36,389.50</u>	<u>3.4</u> %

* Only 60% credit allowed for DBE suppliers

If the total DBE participation shown is less than the DBE goal required by the specifications, you must attach documentation of your good faith efforts to achieve the goal.

The Contractor agrees to certify that the disadvantaged firm(s) engaged to provide materials or services in the completion of this project:

- a. is a bona fide Disadvantaged Business Enterprise, and;
- b. has executed a binding contract to provide specific materials or services for a specific dollar amount.

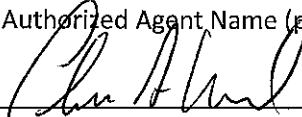
The Contractor will provide written notice to Adams County Government Purchasing Division, Contract Specialist at hellis@adcogov.org indicating the Disadvantaged Business Enterprise(s) it intends to use in conjunction with the awarded agreement. This written notice is to be submitted with the submitted bid. Certification that the Disadvantaged Business Enterprise(s) has executed a binding contract with the Contractor for materials or services should be provided to Adams County Government Purchasing Division, Contract Specialist at hellis@adcogov.org. Breach of this commitment constitutes a breach of the Contractor's agreement if awarded.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Contractor to this commitment.

Date: 7/23/2019

Kiewit Infrastructure Co.
Company Name

Christopher J. Krumwiede, Senior Vice President
Authorized Agent Name (print)


Signature of Authorized Agent

Certified Profile

CLOSE WINDOW [Print](#)

Business & Contact Information

BUSINESS NAME	Metro Pavers Inc, DBA Colorado Milling and Magnum Transport	
OWNER	Mr. Michael Sasina	
ADDRESS	7875 I-76 Service Rd. Henderson, CO 80640	Map This Address
PHONE	303-427-5575 	
FAX	303-427-1039 	
EMAIL	Sasina64@aol.com	
WEBSITE	http://www.metropaversinc.com	
ETHNICITY	Asian, Pacific	
GENDER	Male	

Certification Information

CERTIFYING AGENCY	City and County of Denver
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Asphalt and Concrete Paving, Asphalt Milling, Concrete Saw Cutting, Material Hauling

Work Codes

NAICS	NAICS Index
CO UCP NAICS 237310	Asphalt paving (i.e., highway, road, street, public sidewalk)
CO UCP NAICS 237310	Concrete paving (i.e., highway, road, street, public sidewalk)
CO UCP NAICS 238990	Asphalting, residential and commercial driveway and parking area
CO UCP NAICS 238990	Concrete paving, residential and commercial driveway and parking area
CO UCP NAICS 484220	Dump trucking (e.g., gravel, sand, top soil)
CO UCP NAICS 484220	Gravel hauling, local
CO UCP NAICS 484220	Sand hauling, local
CO UCP NAICS 484220	Top-soil hauling, local



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.Dydenver.com

November 16, 2018

Michael Sasina
Metro Pavers Inc DBA Colorado Milling and Magnum Transport
PO Box 601
Henderson, CO 80640

Dear Michael Sasina:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Metro Pavers Inc DBA Colorado Milling and Magnum Transport for certification as a **Minority/Women Business Enterprise (M/WBE)**. Metro Pavers Inc DBA Colorado Milling and Magnum Transport will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

November 16, 2018 to November 15, 2019

listed below is each NAICS code for which Metro Pavers Inc DBA Colorado Milling and Magnum Transport is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
DENVER 238990: ASPHALTING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA
DENVER 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA
DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)
DENVER 484220: GRAVEL HAULING, LOCAL
DENVER 484220: SAND HAULING, LOCAL
DENVER 484220: TOP-SOIL HAULING, LOCAL

Asphalt and Concrete Paving, Asphalt Milling, Concrete Saw Cutting, Material Hauling

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

November 16, 2018

Michael Sasina
Metro Pavers Inc DBA Colorado Milling and Magnum Transport
PO Box 601
Henderson, CO 80640

Dear Michael Sasina:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Metro Pavers Inc DBA Colorado Milling and Magnum Transport for certification as a Small Business Enterprise (SBE). Metro Pavers Inc DBA Colorado Milling and Magnum Transport will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

November 16, 2018 to November 15, 2019

listed below is each NAICS code for which Metro Pavers Inc DBA Colorado Milling and Magnum Transport is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
DENVER 238990: ASPHALTING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA
DENVER 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA
DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)
DENVER 484220: GRAVEL HAULING, LOCAL
DENVER 484220: SAND HAULING, LOCAL
DENVER 484220: TOP-SOIL HAULING, LOCAL

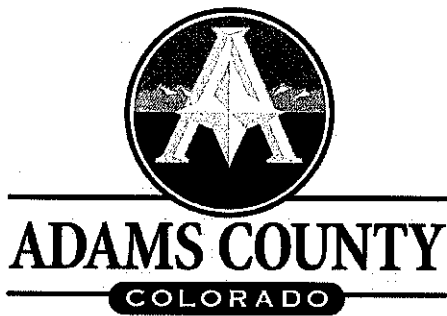
Asphalt and Concrete Paving, Asphalt Milling, Concrete Saw Cutting, Material Hauling

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.



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

INVITATION FOR BID

2019.229

**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.

Kiewit Infrastructure Co.

Contractor Name

Christopher J. Krumwiede

Printed or Typed Name

Signature

Senior Vice President

Title

7/23/2019

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

2019.229

CONTRACTOR'S STATEMENT

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, 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, and has 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 90 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendum #1 Dated 7/16/19, Addendum #2 Dated 7/18/2019, Addendum #3 7/19/2019

Kiewit Infrastructure Co.

Contractor Name

Date

7/23/2019

Signature

Christopher J. Krumwiede

Printed Name

Senior Vice President

Title

160 Inverness Drive West, Suite 110

Address

Englewood, CO 80112

City, State, Zip Code

Arapahoe

County

(303) 979-9330

Telephone

(303) 325-0304

Fax

Christopher.Krumwiede@kiewit.com

Email

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. IFB 2019.229 Solicitation, pages 1-18 **only**

Note: Pages 19 thru 34 of the solicitation are removed and referenced as Attachments 1 thru 12 of the Awarded Construction Agreement.



EXHIBIT A

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

INVITATION FOR BID (IFB) COVER SHEET

IFB Issue Date:	Thursday, June 20, 2019
IFB Number:	IFB-HE-2019-229
IFB Title:	GENERAL CONTRACTOR East Terminal Apron Rehabilitation
Pre-Bid Meeting:	Wednesday, June 26, 2019, at 2:00 pm, MT Adams County Colorado Air and Space Port 5200 Front Range Parkway, 1 st Floor Watkins, Colorado 80137
IFB Questions Due:	Monday, July 15, 2019 by 2:00 p.m., MT
IFB Due Date:	Tuesday, July 23, 2019, 2:00 p.m., MT
IFB will be received at:	Colorado Air and Space Port 5200 Front Range Parkway, 1 st Floor Watkins, Colorado 80137

All submitted Bids will be publicly opened and read aloud at the time and place stated above.

Goods or services to be delivered to or performed at: Adams County Colorado Air and Space Port
For additional information please contact: Heidi Ellis, Contract Specialist II

720-523-6053

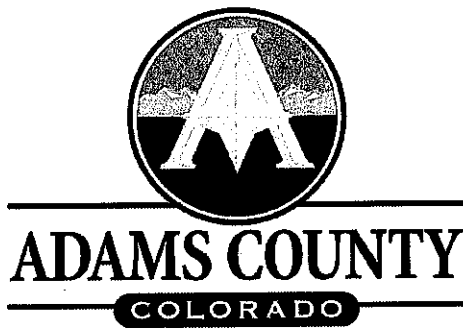
Email Address:

hellis@adcogov.org

Documents included in this package:

Bid Instructions
General Terms and Conditions
Specifications/ Drawings
General Wage Decision CO190006 05/10/2019
Bid Bond
Performance Bond
Payment Bond
Pricing Form
List of Proposed Subcontractors
Buy America Certification
Disadvantage Business Utilization
Contractor's Certificate of Compliance
Contractor's Statement
Reference Form
Submission Check List
Statement of No Bid

**5% BID BOND IS REQUIRED
WITH BID SUBMITTAL**



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

INVITATION FOR BID

2019.229

BID INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from general contractors for the East Terminal Apron Rehabilitation for Adams County Colorado Air and Space Port located in Watkins, Colorado a federally funded project.

2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

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

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

ATTN: Heidi Ellis
Contract Specialist II
IFB-HE-2019.229

ATTN: Heidi Ellis
Contract Specialist II
IFB-HE-2019.229

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **GENERAL CONTRACTOR**-East Terminal Apron Rehabilitation a federally funded project.

4. All documents related to this IFB will be posted on the BidNet Direct at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>

4.1. Interested parties must register with this service to receive these documents.

5. Construction Plans can be obtained from the following site: BidNet Direct at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>

6. BONDING/SURETY REQUIREMENTS:

6.1. A 5% Bid Bond of the total amount of the bid is required for Construction Projects over \$50,000 at the time of bid submittal. All bid bonds will be returned except the two lowest bidders immediately after the bids have been evaluated by the County's Purchasing Division for this solicitation.

- 6.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of agreement execution, or as otherwise defined in the Specifications/Scope of Work.
- 6.3. 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.
- 6.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.
- 6.5. Liquidated Damages of \$2,400 per day will apply for this project.
- 6.6. Bonds may be submitted on the Standard AIA form or the Contractor can use a copy of the attached bonding forms at the end of the solicitation.
7. **TERM OF AGREEMENT:** The term of the agreement is for forty-five (45) Calendar days from date of issuance of the notice to proceed.
8. **CONTRACTUAL OBLIGATIONS**
- 8.1. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 8.2. 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.
- 8.3. **Incorrect Pricing/Invoicing.** As part of any award resulting from this process, Contractor(s) will honor bid pricing as agreed. In the event the County discovers, through its Agreement monitoring process that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all as a result of the non-compliance.
- 8.4. Not Applicable to this project.
9. **PRE-BID CONFERENCE AND WALK-THROUGH:**
- 9.1. A pre-bid conference will be held at the following location:
Location: Colorado Air and Space Port
5200 Range Parkway, 1st Floor
Watkins, Colorado 80137
Date/Time: Wednesday, June 12, 2019, at 2:00 pm
- 9.2. Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.
10. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the lowest responsive and responsible bid. The low-bid will be calculated in the following order within the funds available: Schedule I, Schedule 1 plus Schedule II, or Schedule I plus Schedule II plus Schedule III.

11. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Heidi Ellis, Contract Specialist II, Purchasing Division, Adams County, at hellis@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.
12. 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.
13. COOPERATIVE PURCHASING: Not Applicable
14. BUDGET: Budget will not be disclosed.
15. 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.
17. AVAILABILITY OF BID DOCUMENTS
One set of bid and technical documents with construction drawings and specifications will be available from the County's Purchasing Division on BidNet Direct at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>.
18. SITE VISIT
Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the agreement, unless included in the invitation for bids, the specifications, or related documents.
19. ARCHITECT INFORMATION
The Architect/Engineer for this project is: Jviation, Inc.
Jon Weeks, P.E., Project Manager
720.544.6503 (Office)
Jon.Weeks@jviation.com



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

INVITATION FOR BID

2019-229

GENERAL TERMS AND CONDITIONS

20. **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").
21. **CONTENTS OF BIDS**
- 21.1. **GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:
- 21.1.1. 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.
- 21.1.2. 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 federal statutes will prevail.
- 21.1.3. Federally funded projects (in whole or in part) shall be handled within the laws, rules, and regulations as promulgated by the United States Government, which includes Public Law <http://uscode.house.gov>; Code of Federal Regulations (CFR) codification of the general and permanent rules and regulations <https://www.ecfr.gov>, but is not limited to: Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F Appendix II and Uniform Grant Guidance as amended.
22. 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.

23. 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.

24. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- a. 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.

- i. 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.

- ii. 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.

- iii. **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.**

b. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

- i. Contractor agrees to hold submitted prices up to 90 days after bid due date.

- ii. 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.

- iii. 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.

- 1. Federal Identification Number: 84-6000732
- 2. State of Colorado Tax Exempt Number: 98-03569

25. SIGNING BID

- a. 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.

26. PREPARATION AND SUBMISSION OF BID

a. PREPARATION

- i. 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.
- ii. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement page of this Solicitation must be included in Bid response. 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.
- iii. 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.
- iv. Bids 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.
- v. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
- vi. 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.

b. SUBMISSION

- i. 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.

- ii. 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.
- iii. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- iv. 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.
- v. 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.

27. LATE BIDS

- a. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- b. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- c. 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: **GENERAL CONTRACTOR: East Terminal Apron Rehabilitation - IFB-HE-2019-229.**
- d. 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.

28. MODIFICATIONS/WITHDRAWAL OF BIDS

- a. **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.
- b. **WITHDRAWAL OF BIDS**
 - i. 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.

- ii. 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.

29. REJECTION OF BIDS

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

- i. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;
- ii. Re-advertise this Solicitation;
- iii. Postpone or cancel the process;
- iv. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

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

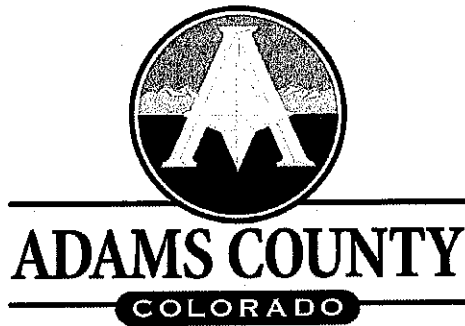
- i. The Contractor misstates or conceals any material fact in its Bid response;
- ii. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;
- iii. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
- iv. 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
- v. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

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

30. ELIMINATION FROM CONSIDERATION

- a. 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.
- b. 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.
- c. 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.

- d. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
 - e. 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.
31. **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.
32. **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

2019.229

SPECIFICATIONS/SCOPE OF WORK

I. SPECIFICATIONS/SCOPE OF WORK

Adams County Board of Commissioners (BOCC), hereafter referred as the ("County"), through its Purchasing Department is The Adams County Board of Commissioners ("the County") by and through its Purchasing Division of the Finance Department is accepting bids from General Contractors for the East Terminal Apron Rehabilitation for Adams County Colorado Air and Space Port, located in Watkins, Colorado a federally funded project

II. REQUIRED DOCUMENTATION

The following documents are required to be submitted with the Bid:

- a. This entire document herein with the following Sections completed:
 - Bid Pricing Forms Schedules I thru III
 - Contractor's Certificate of Compliance
 - Contractor's Statement
- b. 5% Bid Bond
- c. List of Proposed Subcontractors
- d. Buy America Certification
- e. Disadvantage Business Utilization
- f. Breakdown of percentage of the Contract assigned to MBE & WBE
- g. Provide background information on all projects worked within the last three year or currently working that are relevant to the requirements of this solicitation.

III. RESPONSE FORMAT

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

SUBMISSION OF BIDS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single 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.

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

IV. SCOPE OF SERVICES:

1. SPECIFICATIONS/SCOPE OF SERVICES/DRAWINGS

- a. Specifications and Terms and Conditions that are applicable to this project are listed below and provided in the Technical Specification document attached to the end of the solicitation:

2. Drawings:

Title: Technical Specifications – East Terminal Apron Rehabilitation

Date: May 14, 2019

Drawings that are applicable are listed below and are attached to the end of the solicitation:

Title: East Terminal Apron Rehabilitation

Date: 05/14/19

V. SERVICES:

1. MOBILIZATION

Mobilization costs shall follow and be limited to the provisions stated in the General Construction under Item C-105 as listed in the Project Documents & Technical Specifications, Division 4-46.

2. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination. Colorado Air and Space Port is designated as the office responsible for inspecting the work while the Purchasing Division Contract Specialist is responsible for final acceptance of the work.

3. HOURS OF WORK

The normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Access to the work site may be restricted to these hours and days. Request for work during other than normal hours must be coordinated and approved in advance with the Purchasing Division Contracting Specialist. The Awarded Contractor will be responsible for coordinating their hours of work with the County's Project Manager.

VI. TAXES

The County is exempt from State of Colorado, RTD, and Cultural District sales and use taxes. It is understood that the Bid Price shall not include these taxes. Exemption certificates and numbers are available at the Finance Office of the County.

VII. SUBMITTALS

Within the time frames listed, the Bidder shall submit to the Contract Specialist of the Purchasing Division the following items.

- a. Construction Schedule: After the notice of award and within ten (10) days prior to the scheduled workdays the Contractor shall supply a schedule for the completion of the work.
- b. Subcontractors: Within ten (10) scheduled working days after the successful bidder has received Notice of Award, he shall supply a list of all subcontractors hired by him for this work to the Contract Specialist of the Purchasing Division, including those already previously submitted.
- c. Insurance: Within ten (10) scheduled working days after the successful bidder has received Notice of Award, he shall supply affidavits for all required insurance to the Contract Specialist of Purchasing Division.
- d. Performance Bond: Within ten (10) scheduled working days after signing of the Agreement, the Contractor will supply a 100% Performance Bond to the Contract Specialist of Purchasing Division.
- e. Payment Bond: Within ten (10) scheduled working days after signing of the Agreement, the Contractor shall supply a 100% Payment Bond to the Contract Specialist of Purchasing Division.

VIII. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

- a. The Contractor shall:
 - (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;
 - (3) Promptly notify the Contract Specialist of any discrepancies; and
 - (4) Be responsible for any errors which might have been avoided by complying with this paragraph (1).
- b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.
- c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- d. The work shall conform to the specifications and the contract drawings.

IX. PERMITS, TAXES, AND LICENSES

- a. **Sales and Use Tax.** Construction and building materials sold to the contractors and sub-contractors for use on structures, roads, streets, highways, and other public works owned by the Adams County are exempt from State, RTD and Cultural District sales and use taxes. The Contractor and Subcontractors should apply to the Colorado Department of Revenue for a certificate, or certificates, or exemption indicating that their purchase of construction or building materials is for a public project. Completed copies of Applications for Exemption Certificates within the approval of the Colorado Department of Revenue noted thereon should be delivered to the County as soon as possible. The Contractor agrees to secure from each Sub-contractor copies of their approval Applications and furnish the County with a copy. Bidders shall not include in their bid amounts the exempt State, RTD and Cultural District Sales and Use Taxes. The purchase cost or value of Construction tools or equipment used on the work site is subject to sales and use tax.
- b. **Adams County Occupational Privilege tax.** Any employee working for a Contractor, or a Subcontractor, who earns over \$500 working in Adams County during a calendar month, is subject to the payment of the Employee Occupational Privilege Tax. Any Contractor or Subcontractor who has any employee working in Denver, as defined above, must pay the Business Occupational Privilege Tax for such employee.
- c. **Permits and Licenses.** The Contractor, Sub-contractors and suppliers of any tier shall obtain and pay for all required licenses and certificates. The Contractor, Sub-Contractor and suppliers shall obtain all permits, approvals and development agreements required by the County including approvals to tap water and sewer lines. The Architect is responsible for submitting the specifications and drawings to the County's Building Inspection Division for the Division's plan review and receiving approvals thereon sufficient to allow the Contractor to obtain the necessary building permits. There will be no charge to the Contractor for permits, approvals, tap fees, and development agreements required by the County for permanent facilities. The Contractor shall be responsible for the payment of any applicable taxes or other charges and fees imposed by public utility companies or other governmental agencies which impose such fees or taxes and/or provide such services to the facility or facilities constructed hereunder.

X. PAYMENT OF SURETY

Should the Contractor default in the performance of any of its obligations hereunder, and should the Surety under any bonds issued in connection with the awarded Agreement take over performance of any or all of Contractor's obligations hereunder, the County may, at its option, make any payments which would otherwise be due to the Contractor, but for the Contractor's default and the Surety's takeover, directly to the surety. Any such payments shall discharge to the extent made the payment obligations of the County under the awarded agreement. The County shall make any direct payments to the Surety only after providing five (5) calendar days written notice to Contractor and Surety of its intent to make the payments.

XI. LIQUIDATED DAMAGES

The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

- All decisions of the Project Manager are at his/her complete discretion and will be final.

- Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Contract Amount (\$)

**Liquidated Damages
per Calendar Day (\$)
\$2,400.00**

- Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

XII: DAVIS BACON REQUIREMENTS:

A copy of the Davis Bacon Wage Decision is attached at the end of the solicitation.

XIII. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982 AS AMENDED:

In accordance with the Davis-Bacon Act, as amended, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

XIV. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENT:

This solicitation is under and subject to 41 CFR Part 60-4 and Executive Order 11246 of September 24, 1965, as amended, and to the equal opportunity clause and the Standard Federal Equal Employment Opportunity Construction Contract specifications including the goals and timetables for minority and female participation.

XV. TITLE VI SOLICITATION NOTICE:

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

XVI. DBE REQUIREMENT:

Information submitted as a matter of bidder responsibility:

The County's award of this solicitation is conditioned upon Bidder satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder must provide written confirmation of participation from each of the DBE firms the Bidder lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)

- 4) Written statement from Bidder that attests their commitment to use the DBE firm(s) listed under (1) to meet the County's project goal; and
- 5) If Bidder cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder as described in appendix A to 49 CFR part 26.

The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract (DBE) 3.4% of the dollar value of the prime agreement to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the agreement goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include, women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful bidder will be required to submit information concerning the DBE's that will participate in this project. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the agreement goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive. Bidders currently certified as DBE's by the Colorado Department of Transportation are eligible to participate as DBE's under this solicitation. A list of these firms can be obtained from the State, the consulting engineer, or the County.

XII. BUY AMERICAN PREFERENCE:

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder must complete and submit the Buy America certification included herein with their bid. The County will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

XVIII. OTHER FEDERAL PROVISIONS:

Award of contract is also subject to the following Federal Provisions:

- Trade Restriction Certification
- Lobbying Federal Employees
- Recovered Materials
- Government-wide Requirements for Drug-free Workplace
- Other Federal Provisions included in Part A of the Special Provisions

XIX. PROJECT MANAGER:

For the purpose of this solicitation Project Manager is defined as any authorized representative of the County assigned to this project.

XX. INSURANCE:

The Contractor agrees to maintain insurance of the following types and

- 1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 1.1.1. Each Occurrence: \$1,000,000
 - 1.1.2. General Aggregate: \$2,000,000
- 1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 1.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 1.2.2. Personal Injury Protection: Per Colorado Statutes
- 1.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.
 - 1.3.1. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 1.3.2. Each Occurrence: \$1,000,000
 - 1.3.3. 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.
- 1.4. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or 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 in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 1.5. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 1.6. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

SUPPLEMENTARY CONDITIONS OF THE AGREEMENT FOR CONSTRUCTION

These Supplementary Conditions of the Agreement for Construction (the "Supplementary Conditions") shall constitute a part of the Agreement.

The Following Supplementary Conditions modify, change, delete from, and add to, the General Conditions. When any portion of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect. In the event, there is a conflict between the General Conditions and these Supplementary Conditions, the Supplementary Conditions shall control.

(6)(a) The Contractor shall, within Ten (10) prior to scheduled working days after the successful bidder has received notice of award, he shall supply a schedule for the completion of the work to the Contract Specialist for informational purposes only, three (3) copies of an As-Planned Construction Schedule showing the order in which the Contractor proposes to perform the Work (including acquiring labor, materials, and equipment). Scheduling is the responsibility of the Contractor and the Contract Specialist, County Project Manager or Consultant shall have no responsibility or obligation to approve any schedules submitted by the Contractor. If the Contractor fails to submit a schedule within the time prescribed, the Contract Specialist may withhold approval or progress payments or take other remedies under the Agreement until the Contractor submits the required schedule.

Contractor shall complete all Work required under the awarded Agreement with respect to the Project within forty-five (45) calendar days of the Notice to Proceed. ("Date of Completion"). The County has been advised that the time period for completion of the Work set forth herein is reasonable, and Contractor acknowledges by execution of the Agreement that Contractor concurs that such time period is reasonable. Contractor agrees in arriving at the Agreement Sum, has considered such time period and that it is the Contractor's responsibility to provide all labor, materials, machinery, and equipment to achieve such completion date. Contractor shall not attempt and expressly waives any right to hold the County liable for or claim that such time period is inadequate to complete the Work.

The Contractor may submit a schedule that calls for all Work required under the Agreement to be completed in fewer than forty-five (45) calendar days of the Notice to Proceed. Submission of an early completion schedule by the Contractor, however, shall not operate to change or modify the Date of Completion, and the Contractor shall have no right to claim any damage for delay based on the submission of an early completion schedule.

Disputes Paragraph 31 – General Conditions are the following:

31(d) The Procurement and Contracts Manager shall, within sixty (60) days after receipt of the request and all substantiating information reasonably requested by the County, will notify the Contractor in writing of the date by which the decision will be made. A failure by the Contractor to submit all substantiating information reasonably requested by the County shall constitute a failure by the Contractor to exhaust its available administrative remedies.

31(e) The Procurement and Contracts Manager decision shall be final and nonrenewable unless the Contractor files suit in a court of competent jurisdiction within thirty (30) days after receipt of the Procurement and Contracts Manager's final decision.